

THE
Practical Conveyancer:

PART II.

BEING THE
FIRST PART
Reduced into
PRACTICE,
IN A
Choice Collection

Of the most Useful
PRECEDENTS,
VIZ.

Marriage-Settlements, Bargains and Sales, Leases, Leases and Releases, Deeds of Copartnership, of Exchange, of Release and Confirmation; Mortgages, Surrenders, Wills, Letters of Attorney, Assignments of Stocks and Exchequer Annuities, Ecclesiastical Instruments, &c. which in this New Edition are properly Methodized and Referred.

By JOHN LILLY, Gent.

The Third Edition Corrected and greatly Improved.

In the SAVOY:

Printed by HENRY LINTOT, (Assignee of Edward Sayer, Esq;) for
Thomas Osborne in Gray's Inn, and Edward Wicksteed in New-
gate-street near Warwick-lane. MDCCXLII.

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PART II.

FIRST PART

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PRECEDENTS

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The Fifth Edition Corrected and greatly Enlarged.

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Printed by HENRY LINTOT, (Assignee of Edward Savoy, Esq;) for
George Robinson in Gray's Inn, and Edward Clitheroe in New-
gate-street near Warwick-lane. MDCCXLII.

PRECEDENTS OF CONVEYANCES.

Account.

A Letter of Attorney made by the Trustee to the E. of S. to account with a Deputy.

Whereas his late Excellent Majesty King *William III.* by his Letters Patent under the Great Seal of *England*, bearing Date, at *Westminster* the, &c. Day of, &c. in the, &c. Year of his Reign, reciting as therein is recited, did give and grant to me *G. P. Esq;* and also to *M. G. of London, Esq;* and *R. H. of London, Merchant*, the Office of Surveyor of his Petty Customs and Subsidies in the Port of *London*, in as ample Manner and Form as *R. D. or R. E. of, &c. or D. O. N. T. or F. C. and H. P. or G. P.* in the said Letters Patent named, or any other Person or Persons, had or occupied the said Office, and his said Majesty did by his said Letters Patent, constitute me the said *G. P. &c.* And whereas I the said *G. P.* have by my Deed under my Hand and Seal, bearing Date the Day next before the Day of the Date of these Presents, at the Request and Desire of the said *R. Earl of S.* nominated, constituted, &c. deputed and appointed *T. A. of London, Gent.* to be my Deputy to execute the said Office, during my Pleasure, and to receive and take the Fees, Perquisites and Profits belonging or any ways appertaining or incident to the said Office, and to

Recital of Letters Patent for granting the Office of Surveyor of the Petty Customs in the Port of *London* to one in Trust for the Earl of *S.*

Recital of a Deputation made by the Trustee.

The Deputy to
account with the
Earl of S. for all
Profits, &c.

Covenant to re-
voke the Deputa-
tion upon the Re-
quest of the said
Earl.

And to appoint
such other Deputy
as he shall direct.

Recital of the
Articles of Agree-
ment between the
Trustee and the
Deputy.

The Trustee ap-
points the said Earl
his Attorney, to call
the Deputy to ac-
count, &c.

account with and pay the same to me, or to such Person or Persons as I shall direct him to pay the same unto, and also to do and execute all and every lawful Acts and Things pertaining to the said Office: ~~Now know all Men by these Presents~~, that I the said G. P. in Performance of the said Trust in me reposed, do hereby authorise, direct and appoint the said T. A. to permit and suffer at all reasonable Times the said R. Earl of S. or any Person or Persons to be by him for that purpose authorised and appointed, to peruse all and every the Books and Papers belonging to the said Office. And also I do hereby further authorise, direct and appoint the said T. A. to account with and pay from Time to Time unto the said R. Earl of S. or such Person or Persons as he shall for that Purpose direct and appoint, all and every the Salary, Fees, Perquisites and Profits belonging or any wise appertaining or incident to the said Office, whose Receipt or Discharge shall be a sufficient Discharge to the said T. A. for the same. And I the said G. P. do covenant, promise and agree to and with the said R. Earl of S. his Executors and Administrators, that I the said G. P. and my Heirs shall and will upon the Request, and at the Costs and Charges in the Law of the said R. Earl of S. his Executors or Administrators, revoke and make void the herein before recited Deputation granted to him the said T. A. to execute the said Office; And also shall and will appoint and depute such other fit Person for the Execution thereof, as he the said R. Earl of S. his Executors or Administrators, shall during the Continuance of the said Patent order, direct or appoint me or my Heirs, to nominate, constitute and appoint, in such Manner and under such Restrictions, as by the said R. Earl of S. his Executors or Administrators shall be directed to be by me done. And whereas, at the Request of the said R. Earl of S. Articles of Agreement, bearing Date the Day next before the Day of the Date of these Presents were entred into, by and between me the said G. P. and the said T. A. touching and concerning his the said T. A.'s due Execution of the said Office; And also for the accounting and paying of the Salary, Fees, Perquisites and Profits arising or coming from the said Office or incident thereunto, in such Manner as is therein for that Purpose directed and appointed: And whereas the said T. A. hath together with a Security entred into a Bond of the same Date with the said Articles of the Penalty of two thousand Pounds, conditioned for the true Performance of the Covenants, Directions and Agreements in the said Articles of Agreement contained: Now I the said G. P. do by these Presents make, ordain, constitute and appoint the said R. Earl of S. to be my true and lawful Attorney in my Name, but to his own Use, to call the said T. A. to account for what he shall act or do in the said Office, as my Deputy; And also for what Salary, Fees, Perquisites and Profits, he shall receive by Virtue of my before recited Deputation. And in

in case he shall make any Breach of the said Articles, or refuse to account and make Payment of such Salary, Fees, Perquisites and Profits, in such Manner as I have in my said Deputation or Articles, or either of them, ordered and directed, that then to sue, implead and prosecute the said T. and his Security, or either of them, for any Breach or Breaches of Covenant or Covenants in the said Articles, or of the Condition of the said Bond, and what Money shall be recovered and received upon such Prosecution, to retain and keep to his own Use, and also to do all and every such lawful Act and Acts in my Name relating to the Premises, and for the obtaining and getting of what Money shall be due thereupon, as I my self could do, if personally present. In Witness, &c.

Affidavit. See Oaths.

Agreements.

Articles of Agreement between a High-Sheriff and his Under-Sheriff.

Articles of Agreement, indented, made, concluded and agreed upon the, &c. Day of, &c. in the, &c. Year of the Reign of our Sovereign, &c. by the Grace of God, &c. Annoque Domini, &c. Between W. C. of, &c. Esq; High-Sheriff of the County of R. of the one Part, and J. P. the Elder of K. in the said County of R. Gent. of the other Part, as followeth:

I Appts, The said W. C. doth by these Presents, at the special Instance and Request of the said J. P. ordain, nominate and appoint J. P. the Younger, of K. aforesaid in the said County of R. his Son, unto the Office or Place of Under-Sheriff.

(I)

Appointment of an Under-Sheriff, by the High-Sheriff.

Agreements.

Covenant that he
shall enjoy the said
Office,

And appoint Clerks,
Bailiffs, &c.

And take Secu-
rities of them for
the true Discharge
of their several Of-
fices; which Secu-
rities the High-She-
riff shall not dis-
charge unless com-
pelled by Law.

Covenant to save
the High-Sheriff
harmless from all
Actions touching
the said Offices, &c.

Covenant for the
due Execution of
all Writs, &c.

Sheriff of the said County of R. but to the only Use, Benefit and Behoof of the said J. P. the Elder, to hold, exercise and enjoy the said Office of Under-Sheriff, with the Power and Authority, Fees, Profits and Commodities, to the said Office of Under-Sheriff lawfully incident and appertaining, during all the Time that the said W. C. shall continue and be High-Sheriff of the said County of R. Item, The said W. C. doth hereby covenant, promise, grant and agree, to and with the said J. P. the Elder, That it shall and may be lawful to and for the said J. P. the Elder, to hold, exercise and enjoy the said Office of Under-Sheriff, during such Time as the said W. C. shall continue and be High-Sheriff of the said County, and also to and for the said J. P. the Elder, to nominate and appoint all such Clerks, Officers, Bailiffs, Ministers and Gaolers, which are necessary or needful to be nominated, appointed and chosen, for the due Execution of the said Office of Sheriff, and to take Bonds or other Securities of the said Officers, Ministers and Gaolers by him appointed and chosen in the Name of him the said W. C. with Condition therein to be contained for the true Discharging their several Offices, Charges and Places, which Bonds and Securities, the said W. C. his Executors and Administrators, shall not at any Time voluntarily discharge or release, without the Consent of the said J. P. his Executors, Administrators or Assigns, unless compelled by the Order or Decree of some Court of Law or Equity, but shall and will, at the Costs and Charges in the Law of the said J. P. justify and avow all such Suits and Actions as shall be lawfully commenced and prosecuted upon any of them, against the said Parties, their Heirs, Executors or Administrators. Item, He the said J. P. the Elder, in Consideration of the Premises herein before granted, doth for himself, his Heirs, Executors and Administrators, and every of them, covenant, promise, grant and agree, to and with the said W. C. his Executors and Administrators, by these Presents, That he the said J. P. his Heirs, Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, save harmless and keep indemnified the said W. C. his Heirs, Executors and Administrators, and every of them, and his and their and every of their Goods and Chattels, Lands and Tenements, of and from all Actions and Suits touching or concerning the said several Offices, Charges and Places before in these Presents mentioned or intended, and all other Things that may or shall happen for or by reason of any of the said Actions or Suits whatsoever. Item, The said J. P. the Elder, doth further, for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree, to and with the said W. C. his Heirs, Executors and Administrators, by these Presents, That he the said J. P. shall and will from Time to Time, and at all Times hereafter, cause and procure to be well and truly executed, and due Execution to be made of all Manner of Writ or Writs

Agreements.

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Writs, *Habeas Corpus*, Mandates, Process, Warrants, and other Precepts whatsoever, to the said High-Sheriff directed within the County of *R.* and shall and will likewise cause the same, and every of them, to be truly and justly returned into the several Places and Courts from whence they shall respectively issue, and where they shall be returnable; And that the said *J. P.* his Heirs, Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, save harmless and keep indemnified the said *W. C.* his Heirs, Executors and Administrators, and every of them, and his and their and every of their Goods and Chattels, Lands and Tenements, of and from all and all Manner of Fines, Issues and Amercements, Actions, Damages and Losses whatsoever, which shall or may happen, arise, or be set, taxed, imposed, levied, prosecuted or commenced at any Time or Times hereafter, upon or against the said *W. C.* his Heirs, Executors or Administrators, or any of them, or his or their or any of their Goods or Chattels, Lands or Tenements, for not executing, misexecuting, false or untrue returning and abasing the said Writs, Process, Mandates, Precepts and Warrants aforesaid, or any of them, which shall come to the Hands of the said *J. P.* or which shall come to the Hands of any other of the said Clerks, Deputies, Ministers and Officers, or any other Person or Persons whatsoever, so as aforesaid to be nominated and appointed by the said *J. P.* Item, The said *J. P.* the Elder, doth further for himself, his Heirs, Executors and Administrators, covenant, promise, article, grant and agree, to and with the said *W. C.* his Heirs, Executors and Administrators, by these Presents, that he the said *J. P.* shall from Time to Time, and at all Times hereafter, collect and pay, or cause to be collected and paid, unto the several and respective Offices and Places where the same ought to be paid, to the Use of the King's Majesty, his Heirs and Successors, all such usual and annual Profits, Viscountiels, and all other Dues, Duties and Payments whatsoever, by what Names or Titles soever they be called or known, which during the said *W. C.*'s Sherifalty, are or shall become due or payable; And likewise shall from Time to Time, and at all Times hereafter, truly and justly collect and levy, or else do his utmost Endeavour, without Favour or Corruption, to levy or collect, or cause to be levied or collected, all such Debts, Sum and Sums of Money, and all other Dues and Suits whatsoever, to the Use of the King's Majesty, his Heirs and Successors, for the which he or any other Officer or Officers, so as aforesaid to be appointed by him, shall have any Writ or Writs, Process, Warrants, Mandates, Extents, Seizures or Extracts, out of any of the Courts at *W.* the Courts of Grand-Sessions or Quarter-Sessions of the said County of *R.* or elsewhere legally issuing; And also shall and will well and truly from Time to Time pay so much thereof, as he or any of the said Bailiffs, Officers or Ministers of the said High-Sheriff so as aforesaid to be appointed

And to make true Returns of them.

Covenant to indemnify the High-Sheriff from all Fines, &c. for not executing, &c. and for false returning, &c. of the said Writs, &c.

Covenant for the Payment of all Duties, &c. to the King.

Covenant to levy all Debts, &c. due to the King.

And to pay the same, as directed by the Writs, &c.

Agreements.

And indemnify the High Sheriff from all Amerciaments, &c. for any Neglect, &c. touching the Premises mentioned in this Article.

Covenant to save harmless the High Sheriff from all Escapes, &c.

Covenant to pay all Monies levied, Executions, &c.

pointed by the said J. P. can or shall receive, unto such Place and at such Times, as by the said Writ or Writs, Charge, Warrants, Process, Seizure or Extracts, shall be respectively limited and appointed: And if any Suit or Fines, Amerciaments and other Damage or Loss, shall be set, charged or imposed upon the said W. C. for or by reason of any Neglect, Default or Miscarriage, touching or concerning the Premises in this present Article mentioned, then and in such case he the said J. P. his Heirs, Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, thereof and therefrom save harmless and keep indemnified the said W. C. his Heirs, Executors and Administrators, and every of them, and his and their and every of their Goods and Chattels, Lands and Tenements, of, from, touching and concerning the same, and every Part thereof. Item, The said J. P. the Elder, doth for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree, to and with the said W. C. his Executors and Administrators, by these Presents, That he the said J. P. his Heirs, Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, save harmless and keep indemnified the said W. C. his Heirs, Executors or Administrators, and every of them, and his, their and every of their Goods, Chattels, Lands and Tenements, of and from all and all Manner of Escapes, Action and Actions, Suit and Suits, Damages and Losses whatsoever, which shall or may happen, and which shall or may at any Time or Times hereafter be commenced or prosecuted against the said W. C. his Heirs, Executors or Administrators, or any of them, or his or their or any of their Goods or Chattels, Lands or Tenements, for any Matter, Cause or Thing whatsoever, for, touching or concerning the said Office of Sheriff, and also for and concerning the Escape and Escapes of any Prisoner or Prisoners out of the Common Gaol of the said County of R. after they shall be legally delivered to the said Gaol, or out of the Custody of the said High Sheriff of the said County, and all and every other Action and Actions, Suit and Suits, for any Matter, Cause or Thing whatsoever, by or through the Means, Neglect or other Default of the Gaoler thereof, or any of his under or other Officers concerning the Gaol, or of the said Under-Sheriff, or any Bailiff or other Officer by the said J. P. so as aforesaid to be appointed. Item, The said J. P. the Elder, doth also for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree, to and with the said W. C. his Executors and Administrators, by these Presents, That if the said J. P. or any Bailiff or Bailiffs, Officer or Officers, Ministers, or any other Person or Persons whatsoever nominated or authorized by him thereunto as aforesaid within the said County of R. shall levy, take and distrain, on seise any Person or Persons, Money, Goods, Chattels, Lands or Tenements, upon or by Virtue of any Manner of Executions,

Agreements.

eutions, or other Process, Writ or Writs whatsoever, to the Use
 of the King's Majesty, his Heirs or Successors, or any other Per-
 son or Persons whatsoever, then the said J. P. his Heirs, Execu-
 tors and Administrators, shall and will well and truly pay and
 answer the same, according to the Effect of such Process, Writ
 or Writs, as he or any of the Officers, Ministers or Persons as
 aforesaid, shall receive in that Behalf, and shall and will save
 harmless and keep indemnified the said W. C. his Heirs, Execu-
 tors and Administrators, and every of them, and his and their
 and every of their Goods and Chattels, Lands and Tenements,
 of and from the same; And also that the said J. P. at his own
 proper Costs and Charges, shall and will from Time to Time,
 and at all Times hereafter, pay and discharge all Fees, Fines,
 Charges and Expences whatsoever, in all Courts and Places
 which are or shall be charged on the High-Sheriff, or usually
 paid or delivered by the High-Sheriff for the Time being, so as
 the said Fine or Fines be charged or imposed upon the High-
 Sheriff by the Default or Miscarriage of the said J. P. the Elder,
 or of the said J. P. the Younger, or any other Officer or Officers,
 or any other Person or Persons whatsoever by him the said J. P.
 nominated and appointed as aforesaid. Item, The said J. P.
 the Elder, doth also for himself, his Heirs, Executors and Admi-
 nistrators, covenant, promise, grant and agree, to and with the
 said W. C. his Executors and Administrators, by these Presents,
 That he the said J. P. shall and will from Time to Time, and
 at all Times hereafter, during the Time the said W. C. shall con-
 tinue and be High-Sheriff of the said County of R. make his per-
 sonal Repair unto the said W. C. upon reasonable Summons; and
 give his Attendance on the said W. C. upon any Infurrection,
 Invasion or Rebellion, and shall and will likewise at all Times,
 during the Time the said W. C. shall continue High-Sheriff as
 aforesaid, abide, obey and keep the Order and Determination of
 the said W. C. touching any Abuse, Complaint and Misdemean-
 or, which may happen to be done or committed concerning the
 said Office of Sherifalty aforesaid. Item, The said J. P. the
 Elder, doth also for himself, his Heirs, Executors and Admini-
 strators, covenant, promise, grant and agree, to and with the
 said W. C. his Executors and Administrators, by these Presents,
 That he the said J. P. his Heirs, Executors or Administrators,
 shall and will from Time to Time, and at all Times hereafter, at
 his and their own proper Costs and Charges, pass the said High-
 Sheriff's Accounts in his Majesty's Audit for, &c. and in all
 Courts and other Places where the same ought to be done; And
 also shall and will likewise procure, at his and their own proper
 Costs and Charges, to and for the said W. C. a sufficient and
 legal *Quretur est*, or Discharge of or from the said Audit, of, for
 and concerning his Office of Sherifalty aforesaid, and deliver the
 same unto the said W. C. or his Assigns, within one Year next after
 the

And save the High-Sheriff harmless from the same.

Covenant that the Under-Sheriff shall pay all Fees, Fines, &c.

Covenant to attend the High-Sheriff when required,

And obey his Orders.

Covenant that the Under-Sheriff shall pass the High-Sheriff's Accounts,

And procure his *Quietus*.

Covenant that the Under-Sheriff shall be chargeable with the County-Gaol, and be answerable for all Escapes.

the End of the said *W. C.*'s Office of Sheriffalty aforesaid. Item, It is further covenanted, granted and agreed unto, by and between the said Parties to these Presents, and they the said *W. C.* and *J. P.* the Elder do hereby declare, That the said *J. P.* his Heirs, Executors and Administrators, shall be chargeable with the said Gaol of the said County of *R.* and the Prisoners therein being, and also for and with the Escape and Escapes of all Prisoners out of the same, or out of the Custody of any other Officer or Bailiff, to be appointed by the said *J. P.* and likewise for and with all Matters and Things belonging to the Charge, Duty or Place of a Gaoler thereof. In Witness, &c.

Articles with the Deputy.

Articles of Agreement, indented, had, made, concluded and agreed upon this, &c. Day of, &c. Anno Domini, &c. Between A. B. of the one Part, and C. D. of the other Part; and are as followeth:

(2)

The Grant from the Crown,

of the Office of Surveyor.

Whereas his late Excellent Majesty King *William III.* by his Letters Patent under the Great Seal of *England*, bearing Date at *Westminster* the, &c. Day of, &c. in the, &c. Year of his Reign, reciting as therein is recited, Did give and grant to the said *A. B.* and also to *E. F.* of *London*, Esq; and *G. H.* of *London*, Merchant, the Office of Surveyor of his Petty Customs and Subsidies in the Port of *London*, in as ample Manner and Form as *J. K.* and *L. M.* of, &c. or *N. O.* or *P. Q.* and *R. S.* or *T. V.* in the said Letters Patent named, or any other Person or Persons, had or occupied the said Office: And his said Majesty did by his said Letters Patent constitute the said *A. B.* and the said *E. F.* and *G. H.* Surveyors as well of the Petty Customs of his said Majesty, his Heirs and Successors, as of the Subsidies of three Shillings *per Tun*, and twelve Pence *per Pound*; And also of all and singular the Customers and Collectors of the aforesaid Subsidies of his Majesty, his Heirs and Successors, and Controllers of the same; And also of the Searchers, and of all other Officers of the Customs and Subsidies aforesaid in his Port of *London*, and in all and singular the Ports and Places to the said Port annex'd or adjacent, as well upon the Water as elsewhere,

within

within the Ports and Places aforesaid, To have and to enjoy the *Habendum for Lives.*
Office aforesaid, to the said *A. B.* and also to the said *E. F.* and
G. H. and their Heirs, by themselves, their Clerk or Clerks,
Substitute or Substitutes of them and their Heirs in that Part to be
deputed, immediately after the Death, Surrender or Forfeiture of
Sir *M. H. Knt.* and Barr. or when the same in any other Manner
should happen to be void, for and during the natural Lives of, &c.
two of the younger Sons of the Right Honourable, &c. and the
Life of the longer Liver of them. And whereas the said *E. F.* *Deed of the Trust.*
and *G. H.* by their Deed under their Hands and Seals, bearing
Date the, &c. Day of, &c. in the, &c. Year of his said late
Majesty's Reign; And also the said *A. B.* by his Deed under his
Hand and Seal, bearing Date the, &c. Day of, &c. *Anno Do-*
mini, &c. did severally acknowledge, testify and declare, that
their Names were made use of in the said Letters Patent, by and
at the Nomination of the said, &c. and that they and their Heirs
should at all Times stand seised of the said Office in Trust for the
said, &c. and for the Benefit of such Person and Persons, as the
said, &c. by any Writing or Writings under his Hand and Seal,
or by his Will under his Hand and Seal, should direct, limit and
appoint; and for Want of such Limitation and Appointment,
Then in Trust to and for the said, &c. and for the Life of the
longer Liver of them. And whereas the said *E. F.* and *G. H.*
are both dead, and the said *A. B.* hath survived them, And
whereas the said, &c. is now also dead; And whereas the said, &c.
are now both living; And whereas the said *A. B.* by Virtue of the
said Letters Patent is sworn and admitted into the said Office;
And whereas the said *A. B.* at the Request and Desire of the
said, &c. hath nominated, constituted and appointed the said, &c.
to be his Deputy to execute the said Office during the Pleasure of
him the said *A. B.* and to receive and take the Fees, Perquisites
and Profits belonging or any wise appertaining or incident there-
unto, and to account with and pay the same to him the said *A. B.*
or to such Person or Persons as he shall direct the said, &c. to pay
the same unto; And also to do and execute all and every lawful
Acts and Things pertaining to the said Office, as by the said Deed,
Relation being thereunto had, may appear: Now therefore the
said, &c. doth for himself, his Executors and Administrators,
covenant and agree to and with the said *A. B.* his Executors and
Administrators, in Manner and Form following. *Imprimis,*
That the said, &c. shall and will, with all convenient Speed that
may be, enter upon the said Office, and continue in and execute
the same, In Trust for the said *A. B.* for so long Time only, and
until he the said *A. B.* shall and doth signify his Pleasure in Wri-
ting, and Notice thereof given to him the said, &c. to the contrary;
and that he the said, &c. during the Time of the Execution of the
said Office, shall carefully and honestly, justly, diligently and faith-
fully execute the same; And also shall and will receive and take
Fees, &c.

Deputy appoint-
ed.

That the Deputy
shall enter and ex-
ecute it during
Pleasure.

And receive the
Fees, &c.

And account for
the same in Wri-
ting.

And make Affi-
davit that the Ac-
count is true.

The Form of it.

And pay the same
to the Order of
A. B.

A. B.'s Receipt to
be a sufficient Dis-
charge.

Shall not do any
Act whereby the
Letters Patent may
be forfeited.

Permit A. B. to
peruse the Book.

And deliver up
on Notice the Pos-
session, &c.

The Deputy to
be allowed a sixth
Part of the Pro-
fits.

to the Use of him the said A. B. all the lawful Fees, Perquisites and Profits belonging to the said Office, or any ways appertaining or incident to the same, which he the said, &c. can have, receive or come by; And also shall and will from Time to Time, when requir'd by the said A. B. or such other Person or Persons, as he under his Hand and Seal shall for that Purpose appoint, give a true Account in Writing under his Hand of such Fees, Perquisites and Profits belonging or any ways appertaining or incident to the said Office, which shall be had and received by him, or any Servant or Agent employed by him the said, &c. And also shall and will from Time to Time, when required by the said A. B. or such other Person or Persons as he shall for that Purpose appoint, make Affidavit before one of the Barons of the Court of Exchequer, that the said Account so from Time to Time to be given by him the said T. A. to him the said A. B. or to such Person or Persons as he shall appoint to receive the same, is a faithful, true and just Account; and that he or any other Person, to his Knowledge or Belief, hath not received any Fees, Perquisites or Profits belonging to the said Office, other than those mentioned in such Account: And also that he the said T. A. shall upon the Request of the said A. B. or of such Person as he shall for that Purpose appoint, pay to him the said A. B. or to such other Person as he shall for that Purpose appoint, so much Money as shall appear to be due upon the Foot of such Account; And the Receipt and Discharge of such Person so by him the said A. B. to be appointed to take the said Account, and to receive the Money to be due thereupon, shall be a sufficient Discharge to the said T. A. from the said A. B. for the same, or so much thereof as shall be received pursuant hereunto: And also that he the said T. A. shall not nor will not do, or cause or suffer to be done, any Act, Matter or Thing whatsoever, whereby the said Letters Patent or Office may be forfeited, or the said A. B. in his Right or Title to the same shall or may be damaged or prejudiced in any Manner whatsoever; And also shall and will from Time to Time, and at all reasonable Times, permit and suffer the said A. B. and any Person or Persons authorised by the said A. B. for that Purpose, to peruse the Books and Papers belonging to the said Office; And also shall, upon the Request of the said A. B. or Notice in Writing from him to that Purpose, deliver up to the said A. B. or to such Person or Persons as he shall for that Purpose appoint, the before recited Authority to be cancelled: And also shall and will deliver up the quiet Possession of the said Office, and all Books, Papers, Records, Writings and Things whatsoever, relating or thereunto belonging, to him the said A. B. or to such Person or Persons as he by any Writing under his Hand shall direct and appoint to receive the same. And it is further agreed by and between the said Parties to these Presents, and the said A. B. doth for himself, his Executors and Administrators, covenant and agree to and with the said T. A. his

Executors

Executors and Administrators, that he the said *A. B.* shall and will, so long time as he the said *T. A.* shall execute the Office afore-said, by Virtue of the before recited Authority, allow unto him the said *T. A.* one sixth Part of all the Salary, Fees, Perquisites and Profits of the said Office; and shall also allow the said *T. A.* for Pens, Ink, Paper and Parchment, and other Stationary Wares to be used in the Execution of the said Office, so much as the Stationer's Bill shall amount unto; And shall also allow the said *T. A.* so much as shall be allowed by the Commissioners of the Customs for the Encouragement of the Clerks to be employed by the said *T. A.* in the Execution of the said Office; all and every of which Clerks the said *T. A.* doth hereby covenant with the said *A. B.* to provide, pay and keep, at his own Costs and Charges. In Witness, &c.

The Agreement between the Earl of B. Sir T. P. and his Lady, for further Security for B. House.

This Indenture made the, &c. Day of, &c. in the, &c. Year of the Reign of our Sovereign, &c. *Annoque Domini*, &c. Between Sir *T. A. P.* of *W.* in the County of *G.* Bart. and Dame *E.* his Wife, who was the sole surviving Daughter and Executrix of Sir *J. D.* late of the Parish of, &c. in the County of *M.* Knight of the Honourable Order of the *Bath*, and Surveyor General of his Majesty's Works, deceased, of the one Part, and the Right Honourable *R.* Earl of *B.* and *C.* and the Lady *E.* Countess of *B.* and *C.* his Wife, of the other Part: Whereas the said *R.* Earl of *B.* and *C.* heretofore purchas'd of the said Sir *J. D.* in his Life-time, a Piece or Parcel of Ground inclosed with a Brick Wall, containing by Estimation three Acres and an Half, more or less, together with a Capital Messuage or Mansion-House on Part thereof lately erected and built, with the Appurtenances, lying and being in the Parish of, &c. in the said County of *M.* now commonly called by the Name of *B. House*, at and for the Price of three thousand and three hundred Pounds, whereof the Sum of one thousand and four hundred Pounds was in Hand paid to the said Sir *J. D.* and the Sum of one thousand and five hundred Pounds, Part thereof, by the Consent and Direction of the said Sir *J. D.* in his Life-time, was paid into the Hands of *E. B.* Alderman of *L.* upon Security for Re-payment thereof by his Bond, to *R. G.* Gent. a Person for that Purpose nominated and appointed by the said Sir *J. D.* and the four hundred Pounds Residue thereof was to remain in the Hands of the said *R.* Earl of

The Premises
subject to Incum-
brances.

Several Statutes
and Judgments re-
cited.

of B. and C. And whereas it appears, That the Premises so purchased by the said R. Earl of B. and C. are subject unto several Incumbrances, (that is to say) One Recognisance in the Nature of a Statute-Staple, bearing Date about the, &c. Day of, &c. which was in the, &c. Year of the late, &c. taken and acknowledged before Sir E. L. Knt. then Lord Chief Justice of the Court of Common Pleas at *Westminster*, wherein the said Sir J. D. by the Name of J. D. Esq; became bound unto R. B. in the Penal Statute of one thousand and five hundred Pounds; And one other Recognisance in the Nature of a Statute-Staple, bearing Date on or about the, &c. Day of, &c. which was in the, &c. Year of the Reign of his said late Majesty, &c. taken and acknowledged before Sir J. B. Lord Chief Justice of the Court of Common Pleas, wherein the said Sir J. D. by the Name of J. D. Esq; became bound unto Sir W. D. Knight and Baronet, by the Name of W. D. of S. in the Parish of, &c. in the County of B. Esq; since deceased, in the Penal Sum of one thousand and six hundred Pounds; And one other Recognisance in the Nature of a Statute-Staple, bearing Date on or about the, &c. Day of, &c. which was in the, &c. Year of his said late Majesty's Reign, taken and acknowledged before Sir J. B. Knight, then Lord Chief Justice of the Court of Common Pleas at *Westminster*, wherein the said Sir J. D. by the Name of J. D. Esq; became bound unto J. P. of, &c. Esq; and J. R. of, &c. Gent. in the Penal Sum of one thousand Pounds; And one other Recognisance in the Nature of a Statute-Staple, bearing Date on or about the, &c. which was in the, &c. Year of his said late Majesty's Reign, taken and acknowledged before the said Sir J. B. wherein the said Sir J. D. by the Name of J. D. Esq; became bound unto the said Sir W. D. by the then Name of W. D. of S. in the Parish of, &c. otherwise, &c. in the said County of, &c. Esq; in the Penal Sum of one thousand and six hundred Pounds; And one other Recognisance in the Nature of a Statute-Staple, bearing Date on or about the, &c. Day of, &c. which was in the, &c. Year of his now Majesty's Reign, taken and acknowledged before Sir R. F. Knight, then Lord Chief Justice of the Court of King's Bench, wherein the said Sir J. D. by the then Name of J. D. of the Honourable Order of the Bath, Knight, became bound unto C. Viscount M. in the Penal Sum of eight thousand Pounds: And whereas several Sums of the remaining Part of the said Purchase-Money have been paid to discharge several Incumbrances, and upon Accounts now stated touching the same, there remains payable only the Sum of six hundred sixty and three Pounds, five hundred Pounds whereof is agreed forthwith to be paid to the said Sir T. A. P. and Dame E. his Wife, in Consideration of the Assignment and Security herein after mentioned, and the one hundred sixty and three Pounds Residue thereof, when and so soon as the said Decree in the High Court of Chancery shall

Decree to vacate
the Statutes.

shall be obtained, to have the said Statutes vacated on Record:
 Now this Indenture Witnesseth, That the said Sir T. A. P.
 and Dame E. his Wife, in Pursuance of the said Agreement, and
 for and in Consideration of the said Sum of five hundred Pounds,
 to them in Hand paid by the said R. Earl of B. and C. the Re-
 ceipt whereof is hereby acknowledged, have bargained, sold and
 assigned, and by these Presents do bargain, sell and assign, unto
 the said R. Earl of B. and C. and the Lady E. Countess of B.
 and C. All the Houses and Buildings lately built upon the, *Gr.*
 leading from the Office of his Majesty's Works, to the House
 which was lately C. Lord W's, now commonly called Sir J. D.'s
 Buildings, or, *Gr.* and all other the Lands and Hereditaments
 whatsoever, given, granted or demised to the said Sir J. D. by
 his Majesty's Letters Patent under the Great Seal of England,
 bearing Date the, *Gr.* Day of, *Gr.* in the, *Gr.* Year of his Reign,
 for the Term of, *Gr.* and all the Estate, Right, Title, Interest,
 Claim and Demand whatsoever, of them the said Sir T. A. P. and
 Dame E. his Wife, and either of them, of, in and unto the Pre-
 mises, and of, in and unto every Part and Parcel thereof, together
 with the said Letters Patent themselves; To have and to hold
 the Premises hereby assigned, with their and every of their Ap-
 purtenances, unto the said R. Earl of B. and C. and the Lady E.
 his Wife, their Executors and Administrators, from henceforth for
 and during all the rest and residue of the said Term of, *Gr.* yet
 to come and unexpired. *Provided* always, and it is further de-
 clared and agreed, by and between the said Parties to these Pre-
 sents, That if the said R. Earl of B. and C. and the Lady E.
 Countess of B. and C. and the Heirs and Assigns of the said Earl,
 do and shall peaceably and quietly have, hold and enjoy the Pre-
 mises herein beforementioned to be purchased by the said Earl of
 B. and C. of and from the said Sir J. D. for and during the Term
 of, *Gr.* Years, to be accounted from the, *Gr.* Day of, *Gr.* which
 was in the, *Gr.* Year of his now Majesty's Reign, freed and dis-
 charged, or from time to time well and sufficiently saved and kept
 harmless and indemnified, of and from the said several Statutes,
 and of and from all Judgments, and other Charges and Incum-
 brances whatsoever had, made, done or committed, by the said
 Sir J. D. or any Person or Persons lawfully claiming or to claim,
 in, by, from or under him, that then these Presents, and the As-
 signment hereby made, shall cease and be utterly void; And that
 it shall and may be lawful, to and for the said Sir T. A. P. and
 Dame E. his Wife, their Executors, Administrators and Assigns,
 to receive and take the Rents and Profits of the Premises hereby
 assigned, without any the lawful Let, Suit, Trouble, Molestation
 or Interruption of the said Earl and Countess, their Executors,
 Administrators or Assigns, or any claiming or to claim, in, by, from
 or under him, them or any of them, in the mean time and un-
 til the said Earl of B. and C. and E. Countess of B. and C.

Grant and Assign.

Lease by Letters Patent.

Proviso to be void upon the Earl's quietly enjoying B. House.

A Covenant to receive the Profits,

Agreements.

Until Eviction.

Covenant to enter upon Eviction.

Covenant for further Assurance.

Covenant to pay the Money upon the obtaining a Decree in Chancery.

Covenant to obtain the Decree.

and his Heirs or Assigns, or some or one of them, shall by reason of the said Statutes, Judgments, Charges or Incumbrances of the said Sir *J. D.* or some or one of them, or some Proceedings to be thereupon had, be lawfully evicted out of the quiet and peaceable Enjoyment of the said purchased Premises: And the said Sir *T. A. P.* and Dame *E.* his Wife, do for themselves, their Executors and Administrators, covenant and agree, to and with the said Earl, his Executors, Administrators and Assigns, That if the said Earl and Countess, or the Heirs or Assigns of the said Earl, or any of them, shall be by reason of the said Incumbrances, or any of them, or any Proceedings thereupon, lawfully evicted out of the quiet Enjoyment of the said purchased Premises, at any Time before the End of the said, *&c.* Years, it shall and may be lawful to and for the said Earl and Countess, their Executors, Administrators and Assigns, peaceably and quietly to have, hold, possess and enjoy, the said hereby assigned Premises, during all the then Residue of the said Term of, *&c.* without the Molestation or Interruption of the said Sir *T. A. P.* and Dame *E.* his Wife, or any claiming or to claim, in, by from or under them, or either of them, or the said Sir *J. D.* And further, That they the said Sir *T. A. P.* and Dame *E.* his Wife, their Executors and Administrators, shall and will from Time to Time, subject to the Proviso and Agreement aforesaid, upon the Request, and at the proper Costs and Charges in the Law of the said Earl and Countess, their Executors, Administrators or Assigns, or any of them, make, do and execute, or cause and procure to be made, done and executed, all and every such Act and Assurances in the Law whatsoever, for the better and more perfect assigning and assuring the Premises intended to be hereby assigned unto the said Earl and Countess, their Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of, *&c.* then to come and unexpired, as by their Counsel learned in the Law shall be reasonably devised or required. And the said Earl doth for himself, his Heirs, Executors and Administrators, covenant and grant, to and with the said Sir *T. A. P.* and Dame *E.* his Wife, their Executors, Administrators and Assigns, by these Presents, That when the said Sir *T. A. P.* and Dame *E.* his Wife, their Executors, Administrators and Assigns, shall at their own proper Costs and Charges obtain the Decree of the High Court of Chancery for the vacating the Records of the several Statutes herein before mentioned, that then he the said Earl, his Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid, unto the said Sir *T. A. P.* and Dame *E.* his Wife, their Executors, Administrators or Assigns, the said Sum of one hundred and sixty-three Pounds without Interest, the remaining Part of the said Purchase-Money, without any Defalcation or Abatement whatsoever: And the said Sir *T. A. P.* doth for himself, his Executors and Administrators, co-

venant

Agreements.

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venant and grant, to and with the said Earl, his Executors and Administrators, by these Presents, That he the said Sir *T. A. P.* and Dame *E.* his Wife, their Executors or Administrators, or some or one of them, shall and will at his and their own proper Costs and Charges forthwith prosecute and use their best Endeavours to obtain the said Decree. In Witness whereof, the said Parties to these Presents their Hands and Seals have interchangeably put; the Day and Year first above written. Sealed and delivered by the within named *R.* Earl of *B.* and *C.* in the Presence of, &c.

Articles of Agreement between a Register and his Deputy.

Articles of Agreement indented, had, made, concluded and agreed upon this, &c. Day of, &c. in the, &c. Year of the Reign of our Sovereign, &c. *Annoque Domini*, &c. Between *G. H.* Publick Notary and Principal Register, &c. of the one Part, and, &c. of the other Part: Whereas the said *G. H.* hath by his Writing under his Hand and Seal, bearing equal Date with these Presents, constituted and appointed the above named, &c. to execute for him and to his Use the said Office of Register and Scribe of and unto the Bishop of the said Diocese of *H.* whereof the said *G. H.* is as aforesaid Register, for and during the Will and Pleasure of him the said *G. H.* and hath thereby authorized him the said, &c. to receive and take to the Use of him the said *G. H.* all the lawful Fees, Perquisites and Profits belonging or in any ways incident to the said Office, and to do and execute all such lawful Acts and Things pertaining to the said Office, in as large and ample Manner as he the said *G. H.* might himself do and perform if present: Now the said *G. H.* doth hereby declare and agree to and with the said, &c. that he the said, &c. during the Time he shall execute the said Office of Deputy of him the said *G. H.* shall retain to himself out of the Fees and Profits to be received by reason of the said Office for the Use of him the said *G. H.* for the necessary Charges and Expences to be laid out and expended in and about the said Office, and for his Reward for the Execution thereof, and providing one Clerk to attend the same, one full, &c. Part thereof: And he the said, &c. for himself, his Executors and Administrators, doth covenant and agree to and with the said *G. H.* his Executors and Administrators, that he the said, &c. shall and will constantly keep a Clerk to assist him in the due Execution of the said Office, which Clerk shall be approved of by the said *G. H.* And that he the said, &c. by himself, Servants or Clerks, shall and will well and faithfully do and execute all Matters and Things whatsoever incumbent

Recital of the
Deputation.

The Deputy to
receive Part of the
Profits,

and keep a Clerk
to assist him,

and duly execute
the Office.

Agreements.

incumbent upon the said *G. H.* as Register and Scribe of the said Court or Courts, or incident, belonging or in any ways relating to the aforesaid Office of Register and Scribe, and shall and will well and truly and sufficiently keep in good Order and Decency the said Offices and Registers, and duly, truly and faithfully register and cause to be registred all the Acts and other Things belonging and appertaining to the said Office, and which ought and have been heretofore used and accustomed to be registred in the said Office by the Register or Registers of the same

And provide all for the Time being, And shall also find and provide all Books, Pens, Ink, Paper and Parchment, Blanks and Instruments, used or to be used in the said Office for and during all the Time of his the said, *Gr.* Continuance in the said Office, and in the Execution thereof, and shall be at the whole Charge of keeping of the Courts and Visitations; And that neither he the said, *Gr.* his Clerk or Clerks, Servant or Servants shall do, act or neglect, or suffer to be done, acted or neglected, any Matter or Thing whatsoever, relating to the said Office, whereby the said *G. H.* may be any ways damaged or prejudiced, or any ways incur the Forfeiture of the said Office or Offices of Register and Scribe, neither shall the said, *Gr.* by himself or his Clerks, or Servants, commit any Frauds or Extortions, or take any Bribes, but shall and will, during so long Time as he shall in Manner as aforesaid execute the said Office, defend and save harmless the said *G. H.* his Master, his Executors, Administrators and Assigns, of and from all and all Manner of Charges, Suits, Troubles and Damages, that shall or may arise by reason of any Neglect, Extortion or undue Practices of him the said, *Gr.* his Clerks or Servants in the Execution of the said Office; And that he the said, *Gr.* during his said Execution of the said Office shall not permit or suffer the Imbezilment of any Original Will or Record, or any other Matter or Thing committed to, or which shall come and be in his, or his Clerks or Servants Custody, but shall take diligent Care for the due registering, filing and keeping of all the Wills and Acts, Presentations to Benefices, and other Instruments which shall come to his, or his Clerks or Servants Hands and Custody, which are, ought and were accustomed to be registred, filed or kept in the said Office, and the same so kept, preserved or filed, shall, at such time when he shall be thereunto required, or when the said *G. H.* shall require the same, deliver up intire, uncanceled and undefaced unto the said *G. H.* or to such Person or Persons as he shall direct and appoint; And the said, *Gr.* doth for himself, his Executors and Administrators, covenant, promise and agree to and with the said *G. H.* his Executors and Administrators, that he the said, *Gr.* shall every Quarter of a Year, or as often as the said *G. H.* his Executors or Administrators, or any other by his or their Direction shall reasonably require, yield, exhibit and deliver in Writing unto the said *G. H.* his Executors, Administrators or Assigns, one or more

And shall not do any Act whereby the said Office may be forfeited.

But will save harmless the Register.

Covenant that the Deputy shall make the usual Entries in the Register Books, and deliver them intire to the Register when required.

Covenant that the Deputy shall account with the Register quarterly.

more true and just Account or Accounts in Writing of all and singular the Fees, Profits, Perquisites, Benefits and Emoluments incident or belonging unto the said Office of Register and Scribe, which he the said, &c. his Clerk or Clerks, Servant or Servants under him, shall during his Execution of the said Office have, take and receive for and in respect of the Execution of the said Office; And that he the said, &c. his Clerk or Servants by him employed or intrusted in the Management of the said Office, and the taking and receiving the Fees and Profits thereof, and every of them shall, if he or they shall be thereunto required by the said G. H. his Executors, Administrators or Assigns, before some Master in Chancery make Oath of the Truth of such Account, so or in any other Manner receiv'd and accepted by the said G. H. his Executors or Administrators; And also that he the said, &c. shall pay, or cause to be paid and satisfied unto the said G. H. his Executors or Assigns, full and intire Parts of all and singular the Fees, Perquisites and Profits of the said Office and Premises in, &c. Parts to be equally divided, the other, &c. Part being to be retained by the said, &c. for the Purposes aforesaid: And the said, &c. doth for himself, his Executors and Administrators, covenant, promise, grant and agree to and with the said G. H. his Executors and Administrators, that upon Notice or Warning received by him from the said G. H. to leave the Execution of the said Office, he the said, &c. shall and will quietly and peaceably surrender and yield up the Possession of the said Office or Offices to him the said G. H. or to such Person or Persons as the said G. H. shall appoint to receive the same; and shall not, after such Notice as aforesaid, by himself, Clerks or Servants, take or receive any Fees, Perquisites or Profits, belonging or incident to the said Office, or intermeddle with the said Office in any wise whatsoever. And the said G. H. for himself, his Executors and Administrators, doth covenant, promise, grant and agree to and with the said, &c. his Executors and Administrators, that upon such Notice or Warning to be received by him from the said, &c. his Delivery up of the said Office, and all Books, Papers, Parchment and Things thereunto belonging, in good Order, safe, uncanceled, unobliterated, or in any Manner defaced, cancelled and vacated, together also with the Delivery up of the quiet Possession of the House, Room or Rooms, where the said Office is or shall be kept, and also upon making up and giving such Account as aforesaid, and paying to the said G. H. his Executors and Administrators, so much as shall appear to be due upon such Account, either by such Oath as aforesaid, if required, or otherwise, the said G. H. shall and will acquit and discharge the said, &c. of and from the Execution of the said Office; any thing in these Presents, or in the Instrument of Deputation, to the contrary in any wise notwithstanding. In Witness, &c.

And if required, make Oath of the Truth of the Account.

Covenant to pay Part of the Fees to the Register.

Covenant that the Deputy will surrender the Office, upon Notice.

Covenant to discharge the Deputy upon his delivering up of the said Office, &c.

Annuity.

An Assignment of an Annuity of Fifty Pounds per Annum out of the Exchequer, according to the Act of Parliament made in the, &c. Year Annæ Reginae, for that Purpose.

(1)
Recital of the
Act of Parliament.

Covenant of Assignment.

T^D All to whom these Presents shall come, I *J. C.* of *London*, Gent. (Executor of the Last Will and Testament of *W. G.* late of *London*, Gent. deceased) send Greeting, &c. **Whereas** (upon the Encouragement of a late Act of Parliament, Intituled, *An Act for granting an Aid to her Majesty for carrying on the War, and other her Majesty's Occasions, by selling Annuities, &c.*) He the said *W. G.* did in his Life-time advance and pay into the Receipt of Exchequer, two several Sums of two hundred and fifty Pounds each, in Part of the Sum of seven hundred and fifty Pounds, for the Purchase of an Annuity of fifty Pounds *per Annum*, for the Term of ninety-nine Years, payable quarterly out of certain Hereditary Duties of Excise; **And whereas** since the Decease of the said *W. G.* I the said *J. C.* have paid into the Exchequer the Sum of two hundred and fifty Pounds, to compleat and perfect the Purchase-Money for the said Annuity, as by three several Tallies in that Behalf struck, and an Order thereupon drawn, N^o 470. and dated the, &c. Day of, &c. last, may appear: **Now know ye**, That I the said *J. C.* for and in Consideration of the Sum of seven hundred and fifty Pounds of lawful Money of *Great Britain*, to me in Hand, at or before the Sealing and Delivery of these Presents, well and truly paid by *J. P.* of the Parish of, &c. the Receipt whereof I do hereby acknowledge, **have assigned**, transferred and set over, and by these Presents do assign, transfer, and set over unto the said *J. P.* his Executors, Administrators and Assigns, the said three several Tallies and Order, and the Annuity thereby payable as aforesaid, and the full and whole Benefit and Advantage thereof, and all my Estate, Right, Title and Interest, of, in, to or out of the same Premises, every or any Part or Parcel thereof. **In Witness, &c.**

A Second

A second Assignment of the said Annuity.

TO All to whom these Presents shall come, I *J. P.* of the Parish of, &c. Gent. send Greeting: **Whereas** *J. C.* late of *London*, Gent. deceased, Executor of the Last Will and Testament of *W. G.* late of *London*, Gent. also deceased, by his Deed under his Hand and Seal, bearing Date on or about the, &c. Day of, &c. last past, Reciting that **whereas** upon the Encouragement of a late Act of Parliament, Intituled, *An Act for granting an Aid to her Majesty for carrying on the War, and other her Majesty's Occasions, by selling Annuities, &c.* He the said *W. G.* did in his Life-time advance and pay into the Receipt of the Exchequer two several Sums of two hundred and fifty Pounds each, in Part of the Sum of seven hundred and fifty Pounds, for the Purchase of an Annuity of fifty Pounds *per Annum* for the Term of ninety-nine Years, payable quarterly out of certain Hereditary Duties of Excise; **And also reciting that** **whereas** since the Decease of the said *W. G.* the said *J. C.* has paid into the Exchequer the Sum of two hundred and fifty Pounds, to compleat and perfect the Purchase-Money for the said Annuity, as by three several Tallies in that Behalf struck, and an Order thereupon drawn, N^o 470. and dated the, &c. Day of, &c. then last past, might appear, **He** the said *J. C.* for the Consideration therein mentioned, did assign, transfer and set over unto me the said *J. P.* my Executors, Administrators and Assigns, the said three several Tallies and Order, and the Annuity thereby payable as aforesaid, and the full and whole Benefit and Advantage thereof, and all his Estate, Right, Title and Interest, of, in, to or out of the same Premises, every or any Part or Parcel thereof, as by the said Deed, Relation being thereunto had, may more fully and at large appear: **Now these Presents Witness,** That I the said *J. P.* for divers good and valuable Causes and Considerations me hereunto moving, have assigned, transferr'd and set over, and do by these Presents assign, transfer and set over unto *M. P.* the Widow and Relict of *R. P.* my Son, deceased, her Executors, Administrators and Assigns, the said three several Tallies and Order, and the Annuity thereby payable as aforesaid, and so as aforesaid assigned over to me by the said *J. C.* and all my Estate, Right, Title and Interest, Property, Claim and Demand, of, in and out of the same Premises, every or any Part or Parcel thereof. **In Witness, &c.**

(2)

Recital of the first Assignment.

Covenant of second Assignment.

Deed

A Deed of Covenant, that the Grantor shall receive the Profits of the said Annuity during his Life.

(3) **T**his Indenture made, &c. Between M. P. of the Parish of, &c. in the County of M. Widow and Relict of R. P. lately deceased, of the one Part, and J. P. of the said Parish of, &c. in the said County of M. Gent. of the other Part: *Whereas* the said J. P. by his Deed under his Hand and Seal, bearing Date the, &c. Day of, &c. reciting that J. C. late of London, Gent. deceased, Executor of the Last Will and Testament of W. G. late of London, Gent. also deceased, by his Deed under his Hand and Seal, bearing Date on or about the, &c. Day of, &c. last past, therein reciting, that upon the Encouragement of a late Act of Parliament, Intituled, *An Act for granting an Aid to her Majesty for carrying on the War, and other her Majesty's Occasions, by selling Annuities, &c.* He the said W. G. did in his Life-time advance and pay into the Receipt of the Exchequer, two several Sums of two hundred and fifty Pounds each, in Part of the Sum of seven hundred and fifty Pounds, for the Purchase of an Annuity of fifty Pounds *per Annum* for the Term of ninety-nine Years, payable quarterly out of certain Hereditary Duties of Excise; *And* therein also reciting, that since the Decease of the said W. G. the said J. C. had paid into the Exchequer the Sum of two hundred and fifty Pounds to compleat and perfect the Purchase-Money for the said Annuity, as by three several Tallies in that Behalf struck, and an Order thereupon drawn, N^o 470. and dated the, &c. Day of, &c. then last past, might appear, the said J. C. for the Considerations therein mentioned, did assign, transfer and set over unto him the said J. P. his Executors, Administrators and Assigns, the said three several Tallies and Order, and the Annuity thereby payable as aforesaid, and the full and whole Benefit and Advantage thereof, and all his Estate, Right, Title and Interest of, in, to or out of the same Premises, every or any Part or Parcel thereof, as by the said Deed, Relation being thereunto had, more fully and at large it doth and may appear: *He therefore* the said J. P. for the Considerations therein mentioned, did therein assign, transfer and set over unto the said M. P. her Executors and Administrators, the said three several Tallies and Order, and the Annuity thereby payable as aforesaid, and so as aforesaid assigned over to him the said J. P. by the said J. C. and all his Estate, Right, Title and Interest, Property, Claim and Demand of, in and out of the same Premises, every or any Part or Parcel thereof, as by the said Deed, Relation

Assignments.

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Relation being thereunto had, may appear. And the said *M. P.* Covenant that doth hereby for her self, her Executors and Administrators, cove- the Grantor shall nant, promise and agree to and with the said *J. P.* his Executors for Life; and Administrators, that it shall and may be lawful to and for the said *J. P.* and his Assigns, for and during the Life of him the said *J. P.* to receive and take to the proper Use and Behoof of him the said *J. P.* all the Interest, Benefit and Advantage, Sum and Sums of Money which are now due, or hereafter shall and may arise and come of or from the said three several Tallies and Order; And also of or from the said Annuity thereby payable as aforesaid, herein before mentioned to be assigned and transferred to her the said *M. P.* her Executors and Administrators, without any the lawful Let, Suit, Trouble, Molestation or Interruption of her the said *M. P.* her Executors and Administrators, or any claiming by, from or under her or them, any or either of them; And also shall and will, upon Request to be to her or them made, use her and their utmost Diligence and Endeavour to procure the Payments of the said Annuity to him the said *J. P.* for and during his Life as aforesaid; And also shall and will, from and after the Decease of him the said *J. P.* permit and suffer her the said *F. P.* her Executors, Administrators and Assigns, to receive and take to the proper Use and Behoof of her the said *F. P.* all the Interest, Benefit, Profits and Advantages, Sum and Sums of Money, which shall be then due, or which then after shall and may arise and come of and from the said three several Tallies and Order, and also of or from the said Annuity thereby payable as aforesaid, for and during all the Rest and Residue of the said Term of ninety-nine Years, which shall at the Death of him the said *J. P.* be then to come and unexpired, of and in the said Premises. In Witness, &c.

And after his Decease to suffer *F. P.* to receive the same for the Residue of the said Term of ninety-nine Years.

Annuity. Vide Uses, 2.

Articles. Vide Agreements, 1, 2, 4. Copartnership, 1. Debtor and Creditor, 2.

Assignments.

An Assignment of Leases by Executors.

THIS Indenture made, &c. Between *T. P.* of, &c. Esq; *W. P.* of, &c. Gent. and *J. B.* of, &c. Gent. Executors of the Last Will and Testament of *S. P.* late of, &c. Esq; and also

(1)

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Citizen

Recital of a Lease. Citizen and Grocer of *London*, deceased, of the one Part, and *E. H.* of, &c. Brewer, on the other Part: **Whereas** by Indenture of Lease, bearing Date, &c. *Sir W. L.* of, &c. Bart. did demise to *J. H.* Citizen and Draper of *London*, All that Piece or Parcel of Ground, being Part of, &c. otherwise called, &c. aforesaid, lying on the East Side of a Street, called, &c. and abutting in such Manner, and containing such Dimensions, as in and by the said Indenture of Lease, and the Scheme or Ground-plot thereunto annexed, are particularly described and set forth; together with all Ways, Passages, Water-Courses, Profits, Commodities and Appurtenances whatsoever, to the said Piece or Parcel of Ground belonging or appertaining; **To hold** to the said *J. H.* his Executors, Administrators and Assigns, from *Midsummer* then last past, for the Term of sixty-two Years and a half, at a Pepper-Corn Rent for the first two Years and a half, and the yearly Rent of twenty-eight Pounds for the Residue of the said Term, payable Quarterly: **And whereas** the said *Sir W. L.* by one other Indenture of Lease, bearing Date on or about the said, &c. did demise to the said *J. H.* All that other Piece or Parcel of Ground, being Part of the said Field commonly called, &c. otherwise, &c. aforesaid, lying on the South-Side of a Way or Street leading towards, &c. commonly called, &c. and abutting in such Manner, and containing such Dimensions, as in and by the last mentioned Indenture of Lease, and the Scheme or Ground-plot thereunto annexed, are particularly described and set forth, together with all Ways, Passages, Water-Courses, Profits, Commodities and Appurtenances whatsoever, to the said last mentioned Piece or Parcel of Ground belonging or appertaining; **To hold** to the said *J. H.* his Executors, Administrators and Assigns, from *Midsummer* then last past, for the Term of sixty-two Years and an half, at a Pepper-Corn Rent for the first two Years and an half, and the Yearly Rent of Ten Pounds for the Remainder of the said Term: **And whereas** the said *J. A.* by Indenture of Assignment, bearing Date on or about the, &c. (for the Considerations therein mentioned) did bargain, sell and assign to *S. T.* of *London*, Esq; the said two several before cited Indentures of Lease, and the said respective Pieces or Parcels of Ground thereby demised; **And also** all those sixteen Messuages or Tenements then erected and built in or upon the said two Pieces or Parcels of Ground, or some Part thereof, and then or then late in the several Tenures or Occupations of *J. B. W. C. J. J. R. P. J. T.* and the said *J. H.* their several Lessees, Under-Tenants or Assigns; and all other the Messuages or Tenements, Edifices, Erections, Structures and Buildings then erected, set up or built in or upon the said two Pieces or Parcels of Ground, or either of them, with their and every of their Appurtenances; **And** all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said *J. H.* of, in, to, or out of the Premises, or any Part thereof, in any wise howsoever; **To hold** to the said *S. T.*

The Premises.

Recital of another Lease.

The Premises.

The Habendum.

Assignment of the said Leases.

The Habendum.

S. T. his Executors, Administrators and Assigns, from thenceforth, during all the Residue and Remainder of the said several Terms of sixty-two Years and a half, then to come and unexpired; And whereas the said *S. T.* then Sir *S. T.* by Indenture of Assignment under his Hand and Seal, bearing Date on or about the, &c. (for the Considerations therein mentioned) did bargain, sell and assign unto the above-named *S. P.* the said two several recited Indentures of Lease, and the said recited Indenture of Assignment, and the said two Pieces of Ground, and the said several Messuages, Tenements, and all other the Premises by the said Indentures of Lease and Indenture of Assignment demised or assigned with their and every of their Appurtenances, and all his Estate and Interest therein; To hold to the said *S. P.* his Executors, Administrators or Assigns, from thenceforth for and during all the Residue and Remainder of the said two several Terms of sixty-two Years and a half, in and by the said two several recited Indentures of Lease granted, then to come and unexpired; as in and by the said several recited Indentures of Lease and Indentures of Assignment, relation being thereunto respectively had, may more fully appear; And whereas all the Estate and Interest of the said *S. P.* of and in the said two several recited Indentures of Lease and Indentures of Assignment, and the Premises thereby demised or assigned, are become legally vested in the said *T. P. W. P.* and *J. B.* as Executors to the said *S. P.* and Devisees of the Residue of his Estate: Now this Indenture Witnesseth, That they the said *T. P. W. P.* and *J. B.* for and in Consideration of the Sum of, &c. of lawful Money of Great Britain; to them, some or one of them, in Hand, at or before the Sealing or Delivery hereof, by the said *E. H.* well and truly paid, the Receipt whereof they do hereby acknowledge, and thereof, and of and from every Part and Parcel thereof, do fully, clearly and absolutely release, acquit and discharge the said *E. H.* his Executors, Administrators and Assigns, and every of them, by these Presents, Have, and each of them hath bargained, sold, assigned and set over, and by these Presents do, and each of them doth fully, clearly and absolutely, bargain, sell, assign and set over, unto the said *E. H.* his Executors, Administrators and Assigns, the said two several recited Indentures of Lease and Indentures of Assignment, and the said two Pieces or Parcels of Ground, with the said sixteen Messuages or Tenements, and all other Messuages or Tenements, Edifices, Structures, Erections and Buildings whatsoever, in or upon the said two Pieces or Parcels of Ground, or any Part thereof erected, set up, or built; and all Ways, Passages, Water-Courses, Lights, Easements, Yards, Gardens, Backsides, Cellars, Solars, Chambers, Rooms, Outlets, Grounds, Lands, Emoluments, Profits, Commodities, Privileges, Advantages and Appurtenances whatsoever, to the said Pieces or Parcels of Ground, Messuages or Tenements, and other the Premises,

Assignment of the Assignment.

The Habendum.

Which Leases and Assignments are legally vested in Executors.

Who in Consideration of a Sum of Money assign the same.

Assignments.

Premises, or any Part thereof, of Right belonging or appertaining, or with the same demised, held, used or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or any Part thereof, by Virtue, Force or Means of the said two recited Indentures of Lease and Indentures of Assignment, or any of them, or any Grant, Article, Covenant, Clause, Act, Power or Thing whatsoever, in or by them, or any of them comprised, contained, specified, mentioned, or springing or arising in any wise howsoever; And the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and of every or any Part or Parcel thereof; And all Rents and yearly Profits reserved, due, or payable by or upon any Leases, Grants or Demises made of the Premises, or any Part thereof, together with the Counterparts of all such Leases, Grants or Demises, and also all the Estate, Right, Title, Interest, Term and Terms of Years yet to come and unexpired, Use, Trust, Property, Possession, Claim and Demand whatsoever, both at Law, and in Equity, of them the said *T. P. W. P.* and *J. B.* of, in, to or out of the said Ground, Messuages, Tenements, Buildings, and other the Premises, every or any of them in any wise howsoever; **To have and to hold** the said two several Pieces or Parcels of Ground, Messuages, Tenements, Erections and Buildings, and all and singular other the Premises herein before mentioned, or intended to be hereby sold or assigned, with their and every of their Appurtenances, unto the said *J. H.* his Executors, Administrators, and Assigns, from the Feast-Day of the Annunciation of the Blessed Virgin *Mary*, last past before the Date hereof, for and during all the Residue and Remainders of the said two several Terms of sixty-two Years and an half, in or by the said two several recited Indentures of Lease respectively granted, then to come and unexpired: **And** the said *T. P. W. P.* and *J. B.* for themselves severally and respectively, and for their several and respective Heirs, Executors, and Administrators, and for their several and respective Acts and Deeds, and not the one for the other, or for the Heirs, Executors, or Administrators, or for the Acts or Deeds of the other of them; do covenant, promise, and agree, to and with the said *E. H.* his Executors, Administrators, and Assigns, by these Presents, in Manner and Form following; (that is to say,) That for and notwithstanding any Act, Matter or Thing, by them or any of them respectively had, made, done, committed, or wittingly or willingly suffered to the contrary, (except as herein after is excepted) the said two several recited Indentures of Lease are, at the Time of the Sealing and Delivery of these Presents, good and effectual Leases, valid in the Law, of and for the Premises thereby respectively demised, and not any way surrendered, forfeited, or become void or voidable in the Law; **And** that they the said *T. P. W. P.* and *J. B.* for and notwithstanding any such Act, Matter,

The Habendum.

Covenant, that the said Leases, &c. are good and valid, and not incumbered, forfeited, void or voidable.

And that the Assignors have full Power to assign the same.

Matter, or Thing, as aforesaid, (except as herein after is excepted) now have in themselves good Right, full Power, and lawful and absolute Authority, to bargain, sell, assign, and set over, the said two recited Indentures of Lease, and the said two Pieces or Parcels of Ground, Messuages, or Tenements, and all other the said hereby assigned Premises, with their Appurtenances, unto the said *E. H.* his Executors, Administrators, and Assigns, in Manner and Form aforesaid; And also, That he the said *E. H.* his Executors, Administrators, and Assigns, shall or lawfully may from Time to Time, and at all Times hereafter, for and during all the Rest and Residue yet to come and unexpired of the said two several Terms of sixty-two Years and an Half, in or by the said two recited Indentures of Lease respectively granted, peaceably and quietly, have, hold, occupy, possess, and enjoy the said two several Pieces or Parcels of Ground, Messuages, or Tenements, and all and singular other the Premises herein before-mentioned or intended to be hereby assigned, with their and every of their Appurtenances, without any lawful Let, Suit, Trouble, Denial, Molestation, Eviction, Disturbance, Hindrance, or Interruption, of or by them the said *T. P. W. P.* and *J. B.* or any of them respectively, or their respective Executors, Administrators, or Assigns, or of or by any other Person or Persons lawfully claiming, or to claim, from, by or under them, or any of them, or under the said *S. P.* deceased, or by their or any of their Act, Means, Consent, Neglect, Default, or Procurement respectively; and that free and clear, and freely and clearly acquitted, exonerated, and discharged, or by them the said *T. P. W. P.* and *J. B.* their Executors, Administrators or Assigns, well and sufficiently saved, defended, kept harmless, and indemnified, of, from and against all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Assignments, Surrenders, Forfeitures, Rents, Arrearages of Rents, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done, or wittingly or willingly suffered, by them the said *T. P. W. P.* and *J. B.* or any of them respectively, or the said *S. P.* deceased, or by, through, with, or under their or any of their Act, Means, Consent, Privy, Neglect, Default, or Procurement; Excepting always the Rent, Covenants and Agreements, reserved and contained in or by the said two several recited Indentures of Lease, which from the said Feast-Day of the Annunciation of the Blessed Virgin *Mary* now last past, on the Tenants or Lessees part and Behalf, shall grow due, or ought to be kept and performed; And also except one Indenture of Lease bearing Date, &c. made by the said *T. P. W. P.* and *J. B.* to the said *E. H.* together with *W. H.* of a Triangular Piece of Ground, lying, &c. being Part of the said hereby assigned Premises, for the Term of eighteen Years, and

Covenant for quiet Enjoyment.

And to save harmless, &c.

Excepting the Rents, &c.

And an Indenture of Lease.

Excepting also
several Indentures
of Lease.

Covenant for fur-
ther Assurance.

one Quarter of a Year, commencing from the Feast-Day of the Annunciation of the Blessed Virgin *Mary* then last past, at the Rent, &c. of seventeen Shillings and Six-pence for the first Quarter of a Year of the said Term, and the yearly Rent of three Pounds ten Shillings for the Remainder of the said Term; And also except several Indentures of Lease made by the said *J. H.* and the said *Sir S. T.* or one of them, to *J. B. W. C. J. J.* *J. T.* and the said *J. H.* of several Parts of the said two Pieces or Parcels of Ground, or the Buildings thereon erected, for several Terms of Years expiring at or about *Midsummer*, which will be in the Year, &c. whereupon several yearly Rents are reserved, amounting in the whole to the Sum of, &c. which said several yearly Rents, together with the above-mentioned yearly Rent of, &c. reserved upon the said excepted Lease made to the said *E. H.* and *W. H.* are from, &c. now last past to become due and payable to the said *E. H.* his Executors, Administrators and Assigns; And also except such Right or Title as may be remaining in any Person or Persons, in or to a certain Lease granted by the said *Sir S. T.* to the said *J. H.* of the said Piece of Ground now demised by the said first above excepted Lease to the said *E. H.* and *W. H.* for fifty-nine Years, three Quarters of a Year, and eleven Weeks from, &c. at the yearly Rent, &c. which said Lease was voided by the Re-entry of the said *T. P. W. P.* and *J. B.* for Non-payment of the said yearly Rent of, &c. none, or but a very small Part thereof, having been paid since the making of the above-mentioned Assignment from the said *Sir S. T.* to the above-named *S. P.* And further, That they the said *T. P. W. P.* and *J. B.* respectively, and their respective Executors, Administrators and Assigns, and all other Person or Persons lawfully having or claiming, or to claim any Estate, Right, Title or Interest, of, in, to or out of the said hereby assigned Premises, or any Part thereof, by, from or under them, or any of them respectively, (other than such Person or Persons, as are or shall be intitled to the said assigned Premises, or any Part thereof, by Virtue of the said excepted Leases, or any of them, for or in respect of the said excepted Leases only) shall and will from Time to Time, and at all Times hereafter, at the reasonable Request, and at the proper Costs and Charges in the Law of the said *E. H.* his Executors, Administrators or Assigns, make, do and execute all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Assurance and Assurances in the Law whatsoever, for the further, better and more absolute assigning, confirming and assuring of the said two several Pieces or Parcels of Ground, Messuages or Tenements, and all other the said hereby assigned Premises, with their Appurtenances, unto the said *E. H.* his Executors, Administrators and Assigns, for and during all the Residues and Remainders which shall be then to come and unexpired of the said two several Terms of sixty-two Years and

Assignments.

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an Half, as by the said *E. H.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required, so as such further Assurances or Conveyances continue or extend to no further or other Warranty or Covenant, than against the Acts of the Person or Persons making the same, and so as such Person or Persons, who shall be required to make the same, be not compelled or compellable to go or travel from their respective Places of Abode for the doing thereof: And the said *E. H.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *T. P. W. P.* and *J. B.* their Heirs, Executors and Administrators, and to and with each and every of them, by these Presents, in Manner and Form following; (that is to say) That he the said *E. H.* his Executors, Administrators and Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter, well and truly pay the Rents, and perform the Covenants and Agreements in the said two several recited Indentures of Lease, or either of them, reserved and contained, which on the Tenants or Lessees Part from, &c. are or ought be paid and performed, according to the true Intent and Meaning of the said Indentures of Lease, and thereof and therefrom, and of and from and against all Actions, Suits, Costs, Charges, Expences, Troubles, Damages and Demands whatsoever, which shall or may arise, happen, be commenced or prosecuted against the said *T. P. W. P.* and *J. B.* their Heirs, Executors or Administrators, or the Heirs, Executors or Administrators of the said *S. P.* deceased, or any of them, or which they or any of them shall or may sustain, suffer or be put unto, for or by Reason or Means of the Non-payment of the said Rents, or the Breach or Non-performance of the said Covenants or Agreements, or any of them, shall and will at all Times hereafter well and sufficiently save, defend, keep harmless and indemnified them the said *T. P. W. P.* and *J. B.* their Heirs, Executors and Administrators, and the Heirs, Executors and Administrators, of the said *S. P.* deceased for ever, by these Presents. In Witness, &c.

Covenant for Payment of Rent and Performance of Covenants,

and to save harmless from all Suits, Charges, &c.

An

An Assignment of one Tenth Part of an Engine, and Patent for a New Invention for Fourteen Years, and also of a Lease; to be void on Payment of Sums of Money.

(2)
Recital of a Patent granted for the sole Use of a new Invention of an Engine to raise Water out of Mines, Coal-pits, &c.

and for blowing the Bellows in Forges, &c.

To hold the said Privilege, &c. for fourteen Years.

This Indenture made, &c. Between *E. J.* of, &c. Haberdasher, of the one Part, and *T. H.* of, &c. Gent. of the other Part: ~~Whereas~~ our said Sovereign Lord King *William* the Third, by his Letters Patent, bearing Date, &c. reciting that the said *E. J.* having by his Petition humbly represented unto his said Majesty, that with much Labour and great Expence he had invented and contrived, and brought to Perfection a certain Engine, which by Reason of the easiness, Swiftnes and Strength of its Motion would be of far greater Benefit and Advantage, than any Thing that had ever been practised for the raising Water out of Mines and Coal-pits, and for the blowing of the Bellows, and working the Hammers in the Melting and Forging of Iron, Copper, and other Metals, and was convertible to the supplying the Defects or Wants of Wind and Water in calm and dry Seasons, to all Sorts of Mills, and to other Uses of the like Nature, whereby many great Inconveniencies might be prevented, which said Invention was never before known or used in *England*; and having prayed his said Majesty to grant him his Letters Patent for the sole Use and Benefit thereof, His said Majesty, according to the Prayer of the said Petition did grant unto the said *E. J.* his Executors, Administrators and Assigns, special Licence, Power, Privilege and Authority, that he and they by him and themselves, and by his and their Deputies, Servants, Agents and Workmen, and such others only as he the said *E. J.* his Executors, Administrators and Assigns should agree with from Time to Time, and at all Times then after, during the Space of fourteen Years next ensuing the Date of the said Letters Patent, at his and their own proper Costs and Charges, should erect, use, teach, and put in Practice the said new invented Engine, by him contrived and found out as aforesaid, in any Place within his said Majesty's Kingdom of, &c. and should receive and take the Profits thereof to his and their own proper Use and Behoof; **To hold** and enjoy the Powers and Privileges, and Authorities by the said Letters Patent granted or mentioned to be granted to the said *E. J.* his Executors, Administrators and Assigns for the Space of fourteen Years from the Date of the said Letters Patent according to the Statutes in that Case made and provided, Subject unto and under other the Powers and Authorities in and by the said Letters Patent

tent granted and appointed, as by the said Letters Patent, Relation being thereunto had, may more fully and at large appear. And whereas the said E. J. the better to enable him to erect, exercise and put in Practice, and carry on the said new invented Engine, and to defray the Charges and Expences thereof, hath divided the Right, Title, Interest and Property, which he the said E. J. hath in and to the same, (by Virtue of all and every the Powers and Privileges given and granted unto him by his said Majesty, in and by the said Letters Patent) into ten equal Parts or Shares; And whereas by Indenture Sexpartite, bearing Date, &c. made between him the said E. J. of the first Part; J. J. Citizen and Felt-maker of London, of the second Part; H. W. Citizen and Haberdasher of London, of the third Part; T. S. of &c. Stationer, of the fourth Part; T. G. of London, Gent. of the fifth Part; and J. S. of, &c. Merchant, of the sixth Part; the said E. J. for the Considerations therein mentioned, did grant, bargain, sell, assign and set over unto each of them the said J. J. H. W. T. S. T. G. and J. S. their Executors, Administrators and Assigns, one full and equal tenth Part or Share of the said Engine, and of the Benefit and Advantage of the said Letters Patent, and of all Profits arising thereby, for all the Residue of the said Term of fourteen Years then to come and unexpired, as by the said Indenture Sexpartite, Relation being thereunto had, may more fully appear: And whereas the remaining five tenth Parts or Shares of the said Engine, and the Profits thereof, are as yet undisposed of by the said E. J. and continue absolutely vested in him; Now this Indenture Witnesseth, That the said E. J. as well for and in Consideration of the Sum of, &c. to him in Hand paid by the said T. H. the Receipt whereof he doth hereby acknowledge, and thereof doth acquit, release and discharge the said T. H. his Executors and Administrators for ever, by these Presents, as likewise to secure the Payment of all such Sum and Sums of Money, Costs, Charges, Expences and Fees, as shall at any Time hereafter be laid out, disbursed, given or expended by, or which shall become due to the said T. H. and T. W. of London, Gent. or either of them, or any other Person or Persons employed by or under them, or either of them, in, about touching or concerning the suing, prosecuting or defending of any Action or Suit, Actions or Suits brought or commenced, or to be brought or commenced by or against the said E. J. in such Manner as is herein after more particularly mentioned, hath granted, bargained, sold, assigned and set over, and by these Presents doth grant, bargain, sell, assign and set over unto the said T. H. his Executors, Administrators and Assigns, one full and equal Part or Share, (the Whole into ten equal Parts being divided) of the said new invented Engine, and all Privileges, Powers and Authorities in and by the said Letters Patent granted or intended to be granted as aforesaid, and one like full and equal tenth Part or Share of all Profits and Advan-

Recital that the Patentee hath divided his Right in the said Patent into ten equal Shares.

Recital of an Indenture, by which five of the said Shares are assigned.

Covenant of Assignment of another of the said Shares.

Habendum to the Assignee for the Remainder of the Term.

Recital of an Indenture of Lease of a Tenement.

Habendum for a Term of Years, with Liberty to pull down, build, &c.

Covenant of Assignment of the above mention'd Indenture of Lease.

tages, that shall or can be made of or by the said Engine, in any Part of the Kingdom of *England*, Dominion of *Wales*, or Town of *Berwick* upon *Tweed*, or in any Foreign Part or Place whatsoever, and of all other Profits, Advantages and Emoluments whatsoever, that shall or can be made by Force and Virtue of the said Letters Patent, and one like full and equal tenth Part of all the Right, Title and Interest of him the said *E. J.* of, in or to the said Letters Patent, in any wise howsoever; **To** have, hold, perceive, receive and take the said tenth Part of the said Engine Patent, and the Profits and Advantages thereof, unto the said *T. H.* his Executors, Administrators and Assigns, from the Day of the Date hereof, for and during all the Rest and Remainder of the said Term of fourteen Years, by the said Letters Patent granted, yet to come and unexpired. **And** whereas by Indenture of Lease, bearing Date upon or about, *&c.* made or mentioned to be made between *H. W.* of, *&c.* Esq; of the one Part, and the said *E. J.* of the other Part, the said *H. W.* for the Considerations therein mentioned, did demise to the said *E. J.* all that Messuage or Tenement, *&c.* together with all Buildings and Erections thereupon then being, together with the several Liberties and Privileges herein mentioned, and all Ways, Passages, Lights, Easements, Waters, Water-courses, Profits, Commodities and Appurtenances to the same Premises, or any Part thereof, of Right belonging, or in any wise appertaining, (except as therein is excepted) situate, lying and being, *&c.* **To hold** to the said *E. J.* his Executors, Administrators and Assigns, from, *&c.* for the full Term of, *&c.* under the Rent of a Pepper-Corn for the first three Quarters of a Year of the said Term, and under the yearly Rent of, *&c.* for the remaining Part of the said Term, payable quarterly, by which said Indenture of Lease, Liberty is given to the said *E. J.* to pull down the Messuage or Tenement thereby demised; and the said *E. J.* hath therein covenanted and agreed to expend and lay out in new Buildings upon the said demised Premises, before the Feast-Day of, *&c.* next ensuing the Date thereof, the Sum of, *&c.* at the least, as by the said Indenture of Lease, Relation being thereunto had, may more fully and at large appear: **And** whereas the said *E. J.* did within the said Time expend and lay out above the said Sum of, *&c.* in erecting and building of certain Mill-houses, Ware-houses, Granaries, Stables, and other Buildings upon the said demised Premises; **Now this Indenture further Witnesseth**, That the said *E. J.* for the Consideration aforesaid, hath granted, assigned and set over, and by these Presents doth grant, assign and set over unto the said *T. H.* the said recited Indenture of Lease, and the said, *&c.* and all and singular other the Premises hereby demised or meant, mentioned or intended so to be (except as therein is excepted) together with all and singular the Mill-houses, Ware-houses, Granaries, Stables, and other Erections and Buildings now erected and built upon the said demised Premises,

Premises, or any Part thereof, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Property, Profit, Claim and Demand whatsoever, of him the said *E. J.* of, in or to the Premises, or any Part or Parcel thereof; **To have and to hold** the said recited Indenture of Lease, and all and singular other the Premises herein before-mentioned or intended to be hereby granted or assigned, with their and every of their Appurtenances, unto the said *T. H.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of, &c. in the said Indenture of Lease granted, yet to come and unexpired. **Provided** always, and these Presents are upon this Condition nevertheless, That if the said *E. J.* his Executors, Administrators and Assigns, or any of them, shall well and truly pay or cause to be paid unto the said *T. H.* his Executors, Administrators or Assigns, the full Sum of, &c. with lawful Interest for the same, without any Deduction or Abatement upon any Account whatsoever; **And** also if the said *E. J.* his Executors, Administrators or Assigns, do and shall from Time to Time, and at all Times hereafter, well and truly pay and satisfy unto the said *T. H.* and the above-mentioned *T. W.* respectively, all such Sum and Sums of Money, Costs, Charges, Expences and Fees, as shall at any Time hereafter be laid out, disbursed, given or expended by, or which shall become due or payable to the said *T. H.* and *T. W.* or either of them, or any other Person or Persons imployed by or under them, or either of them respectively, in, about, touching or concerning the suing, prosecuting or defending of any Action or Suit, Actions or Suits brought or commenced, or to be brought or commenced by or against the said *E. J.* wherein they the said *T. H.* and *T. W.* or either of them, now is or are, or hereafter shall be imployed or concerned by the Order or Direction of the said *E. J.* that then and from thenceforth this present Indenture, and the Grants and Assignments herein made, shall cease, determine and become absolutely void and of none Effect: **And** the said *E. J.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said *T. H.* his Executors, Administrators and Assigns, in Manner following; (that is to say) That he the said *E. J.* his Heirs, Executors, Administrators and Assigns, or some of them, shall and will well and truly pay, or cause to be paid, unto the said *T. H.* his Executors, Administrators or Assigns, the said Sum of, &c. with lawful Interest for the same, at the Time in the Proviso or Condition above-mentioned, limited and appointed, and also well and truly pay, or cause to be paid, unto the said *T. H.* and *T. W.* their Executors, Administrators or Assigns respectively, all such Sum and Sums of Money, Costs, Charges and Expences, and Fees, as shall be laid out, expended or disbursed by, or become due to them the said *T. H.* and *J. W.* or either of them, or any other Person

Habendum to the Assignee for the Residue of the Term.

Proviso that upon Payment of several Sums of Money, &c. this present Indenture, and the Assignments herein made, to be void.

Covenant to pay the said Sums.

Covenant that
the Assignor is law-
fully seised, &c.
and hath Power
to assign.

And that in De-
fault of Payment
the Assignee may
enter upon and en-
joy the Premises.

Covenant in De-
fault of Payment
to make farther
Assurance, &c.

Person or Persons employed by or under them, or either of them respectively, in any such Action or Suit as above-mentioned, and according to the true Intent and Meaning of the said proviso or Condition: And that he the said *E. J.* now is and standeth lawfully possessed of, and solely interested in the said one tenth Part or Share of the said Engine, and the Privileges, Powers and Authorities to him given or granted by the said Letters Patent, and now hath in himself good Right, full Power, and absolute Authority to grant, assign and transfer the said one tenth Part of the said Engine, and of the Privileges, Powers and Authorities to him given or granted by the said Letters Patent, and all and singular herein before-mentioned or intended to be hereby granted, assigned or transferred, with their and every of their Rights, Members and Appurtenances, in Manner and Form as aforesaid: And if Default shall happen to be made in Payment of the said Sum of, &c. and the Interest thereof, or any Part thereof, at the Time herein before limited for Payment thereof, or of any other the said Sum or Sums of Money herein before-mentioned and intended to be hereby secured, that then and from thenceforth it shall and may be lawful to and for the said *T. H.* his Executors, Administrators or Assigns, to enter into and upon, and take Possession of all and singular the Premises herein before-mentioned or intended to be hereby granted, assigned or transferred, with their and every of their Appurtenances, and the same from thenceforth for and during all the Rest and Residue, which shall be then to come and unexpired of the said several Terms of, &c. peaceably and quietly to hold and enjoy, and the Rents, Issues, Profits and Advantages thereof, to his or their own proper Use and behoof to receive and take, without the Let, Suit, Hindrance, Molestation or Interruption of him the said *E. J.* or any Person or Persons whatsoever; And that free and clear from all Manner of Titles, Charges or Incumbrances whatsoever, (the Rent and Covenants in the said recited Indenture of Lease contained from thenceforth on the Tenants or Lessees Part and Behalf to be paid and performed only excepted): And further, That if Default shall happen to be made of or in Payment of the said Sum of, &c. and the Interest thereof, or any Part thereof, at the Time above limited for Payment thereof, or of any the said other Sum or Sums of Money herein before-mentioned or intended to be hereby secured, he the said *E. J.* his Executors, Administrators or Assigns, shall and will at any Time after such Default, at his or their own Costs and Charges, make, do, execute and suffer all and every such further Act and Acts, Deed and Deeds, Conveyances and Assurances in the Law, for the better and more perfect conveying and assuring the said hereby granted or assigned Premises unto the said *T. H.* his Executors, Administrators and Assigns, for and during all the Residue and Remainder of the said several Terms of, &c. which shall be then to come and unexpired, as by the Counsel learned in

in the Law of the said *T. H.* his Executors, Administrators or Assigns, shall be reasonably advised, devised or required: And the said *T. H.* for himself, his Executors, Administrators and Assigns, doth covenant and promise to and with the said *E. J.* his Executors, Administrators and Assigns, by these Presents, that unless and until Default or Breach shall happen to be made of or in Payment of the said Sum of, &c. and the Interest thereof, or of the said other Sum or Sums of Money herein above-mentioned or intended to be hereby secured, or some Part thereof, contrary to the true Intent and Meaning of these Presents, he the said *E. J.* his Executors, Administrators or Assigns, shall or lawfully may peaceably and quietly hold and enjoy the said hereby granted or assigned Premises, and every Part thereof, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use, without any Account to be made or given to the said *T. H.* his Executors, Administrators or Assigns, for or concerning the same. In Witness, &c.

Covenant for quiet Enjoyment till Default in Payment.

Recital of the Statute for the Redemption of the Tenure.

Upon Trust that the Assignor should copy the Premises and that they should be kept for the use of the Assignor and his Assigns.

Recital of an Act of Parliament for the Redemption of the Tenure.

An Assignment of a Term of Years, by Trustees, to another Trustee.

THIS Indenture Tripartite, made, &c. Between *J. E.* of, &c. Esq; on the first Part, *E. B.* of, &c. Widow, and *R. B.* of, &c. Clerk, Executors of the Last Will and Testament of *T. B.* late of, &c. Esq; deceased, of the second Part, and *T. H. B.* of, &c. aforesaid, Esq; only Son of the said *T. B.* by the aforesaid *E.* his Wife, and *C. B.* of London, Tobacconist, on the third Part: Whereas by Indenture of Lease bearing Date, &c. made between *J. B.* Doctor of Divinity, Rector or Parson of the Parish-Church of, &c. London, *R. B.* Citizen and Cutler of London, and *J. S.* Citizen and Goldsmith of London, on the one Part, and Sir *T. B.* of, &c. Knt. on the other Part; reciting as therein is recited, in Consideration of the Surrender of a former Lease made to the said Sir *T. B.* by *W. L.* Clerk, Rector or Parson of the said Parish-Church of, &c. *H. W.* Goldsmith, and *P. A.* Grocer, Citizens of London, late Church-Wardens of the said Parish, bearing Date, &c. of several Messuages or Tenements, with the Appurtenances, which were burnt down by the dreadful Fire of London, and in the Room thereof there were then erected five new Messuages or Tenements by the said Sir *T. B.* his Tenants or Assigns, and for other Considerations therein mentioned, they the said *J. B.* *R. B.* and *J. S.* did devise to the said Sir *T. B.* all those the said five new Brick Messuages or Tenements, with the Yards and Appurtenances thereunto belonging, and also a Way, Alley or Passage

(3)

Recital of a Lease of five new Messuages erected in the Room of others that were burnt down in the Fire of London.

Habendum for eighty-seven Years.

Recital of another Assignment of the Premises by the Executors of the Lessee.

And of a Recovery suffered of the same.

page leading out of, &c. unto, &c. then and now commonly called or known by the Name of, &c. and extending about fifty-six Foot of Assize in Length unto the said Alley, lying and being, &c. and then being in the Tenures or Occupations of the several Persons following; (that is to say) J. M. J. H. &c. their or some of their Under-Tenants or Assigns, and containing the several Dimensions in the said Indenture of Lease, and in a Scheme or Ground-Plot thereunto annexed, particularly mentioned and expressed; together with all Yards, Ways, Passages, Lights, Easements, Commodities and Appurtenances whatsoever, to the said five Messuages or Tenements, Way or Passage belonging or appertaining; To hold to the said Sir T. B. his Executors, Administrators and Assigns, from, &c. unto the full End and Term of fourscore and seven Years from thence next ensuing and fully to be compleat and ended, at and under the yearly Rent of, &c. payable quarterly, as in and by the said recited Indenture of Lease, Relation being thereunto had, more fully and at large it doth and may appear: And whereas the said Sir T. B. is since deceased, having first made his Last Will and Testament in Writing, bearing Date, &c. and thereby constituted and appointed his three Sons aforesaid, T. B. P. B. of, &c. Esqs; and the aforesaid R. B. of, &c. Clerk, Executors thereof, who having duly proved the same, and taken upon themselves the Execution thereof, by their Indenture of Assignment under their Hands and Seals, bearing Date, &c. made between them the said T. B. P. B. and R. B. on the one Part, and Sir T. S. of, &c. Knt. and the aforesaid J. E. of, &c. Esq; on the other Part; reciting the said Indenture of Lease herein before recited; And also reciting that by a certain Recovery and Indenture Quadripartite, leading or declaring the Use thereof, bearing Date, &c. made between the said Sir T. B. and T. B. deceased, on the first Part, R. H. of, &c. aforesaid, Esq; the said J. E. Party to the said Indenture of Assignment, and also to this present Indenture of Assignment, and W. H. of, &c. aforesaid, Esq; on the second Part, H. H. of, &c. Esq; and C. E. of, &c. Esq; on the third Part, and the aforesaid E. B. by the Name of E. H. youngest Daughter of the said R. H. of the fourth Part; The said Messuages and Tenements burnt down by the late dreadful Fire as aforesaid, are with other Messuages, Lands, Tenements and Hereditaments, declared and limited to be and remain unto certain Uses, Intents and Purposes, in the same Indenture Quadripartite mentioned and expressed, as may thereby, Relation being thereunto had, more fully appear; And likewise reciting that the said Sir T. B. had made such Will as aforesaid, and to the Intent that the said new erected Messuages and Premises might be continued in Trust for the same Uses and Purposes, as the said Messuages or Tenements then lately burnt down as aforesaid were limited in and by the said Indenture Quadripartite, and for other Considerations therein mentioned, Do assign and set over unto the

Assignments.

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the said Sir T. S. and J. E. Party to these Presents, the aforesaid new erected Messuages or Tenements, Way or Passage, with their and every of their Appurtenances, together with the before-mentioned Indenture of Lease, and all their and every of their Estate, Right, Title, Interest, Term of Years and Demand, of, in and to the same; To hold to the said Sir T. S. and J. E. their Executors, Administrators and Assigns, from thenceforth for and during all the Rest, Residue and Remainder of the said Term of fourscore and seven Years then to come and unexpired. Upon Trust nevertheless to permit and suffer the said E. B. his Heirs and Assigns, to have, receive and enjoy the Rents, Issues and Profits of the said new erected Messuages and Premises thereby assigned from Time to Time, and at all Times thereafter, during the Residue of the said Term, and that the same new erected Messuages and Premises should be chargeable with, and subject to one Annuity or yearly Rent-charge of Three hundred Pounds, granted and assured to and for the Jointure of the said E. B. in and by the said recited Indenture Quadripartite or otherwise, and all *Nomine Penna's*, and Distresses for the same, as in and by the said last recited Indenture of Assignment, relation being thereunto had, may more fully appear. And whereas the said T. B. by his Last Will and Testament in Writing, did amongst other Things devise all his Leases and other Estate to his Wife the said E. B. and his Brother the said R. B. for one and twenty Years, or some other Term, for raising the Sum of three thousand Pounds for the Portion of his Daughter M. and did also by his said Last Will charge all his Estate with the Payment of his just Debts, and after the said three thousand Pounds should be raised, and all his Debts paid, then he devised all his Leasehold Estate to his Son the said T. H. B. and made the said E. B. and R. B. Executors of his said Will, who proved the same in the Prerogative Court of *Canterbury*, and took upon them the Execution thereof, as by the same Will, Relation being thereunto had, may more fully appear: And whereas the said Sum of three thousand Pounds, devised as aforesaid to the said M. and also all the Debts of the said E. B. have been long since paid off, satisfied and discharged: And whereas the said E. B. by Indenture under Hand and Seal, bearing Date, &c. for the Considerations therein mentioned, hath released to the said T. H. B. his Heirs and Assigns, the yearly Sum of one hundred Pounds, Part of the said annual Rent-charge of three hundred Pounds, and from thenceforth discharged the said Messuages or Tenements herein before-mentioned, and the other Messuages, Tenements and Hereditaments, made subject to the said Rent-charge by the said Quadripartite Indenture, of and from the Payment of any more or further Part of the said Rent-charge, than the Sum of two hundred Pounds *per Annum*, as may by the said Indenture,

Rela-

Habendum for the Remainder of the Term.

Upon Trust that the Assignor should enjoy the Premises, and that they should be chargeable with a Rent-charge of 300 l. *per Annum*, for a Jointure.

Recital of a Will, whereby all the Premises were devised for one and twenty Years, to raise 3000 l. for a Daughter's Portion, and for Payment of Debts.

Which Debts and Portion have been long since paid.

Recital of a Release of 100 l. *per Annum* of the Jointure.

Assignments.

Covenant of Assignment of all the Premises by all the above-mentioned Assignees.

Except the Annuity or Jointure of 200l. per Annum.

Habendum for the Remainder of the Term of eighty-seven Years.

Relation being thereunto had, more fully appear: And whereas the said *J. E.* by Reason of the Death of the said *Sir E. S.* and of the Discharge of the aforesaid Sum of three thousand Pounds, and the Payment of the Debts of the said *E. B.* is and stands possessed of and interested in the said recited Lease, and the Messuages or Tenements and Premises thereby demised, with the Appurtenances, for all the Residue of the said Term therein yet to come and unexpired, in Trust only for the said *T. H. B.* his Executor, Administrators and Assigns, subject to the remaining part of the said Annuity or Rent-charge: Now this Indenture Witnesseth, That as well for and in Consideration of the Sum of five Shillings of lawful, &c. by the said *C. B.* to the said *J. E.* in hand well and truly paid, as of five Shillings more of the like lawful Money, by the said *C. B.* to the said *E. B.* and *R. B.* or one of them in hand also paid, the Receipts whereof are hereby severally acknowledged, and to the Intent, that the said Trust may be transferred to the said *C. B.* he the said *J. E.* as well by and with the Consent and Approbation of the said *E. B.* and *R. B.* as by the Direction and Appointment of the said *T. H. B.* respectively, testified by their being made Parties to these Presents, and their Signing and Sealing hereof; and also the said *E. B.* and *R. B.* have, and each and every of them hath, bargained, sold assigned and set over, and by these Presents do, and each and every of them doth, bargain, sell, assign and set over unto the said *C. B.* the said recited Indenture of Lease, and the said five new built Messuages or Tenements, Way or Passage, and all and singular other Premises, in or by the said recited Indenture of Lease demised, or mentioned or intended to be demised, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, and all the Estate, Right, Title, Interest, Use, Trust, Property, Profit, Claim and Demand whatsoever of them the said *J. E.* *E. B.* and *R. B.* or any of them, of, in, to or out of the same Premises, or any Part thereof, by Force, Virtue or Means of the above-mentioned Indenture Quadripartite, as the above recited Indenture of Assignment, Wills, or otherwise howsoever; Excepting always, and reserved unto and for the said *E. B.* and her Assigns, all such Right, Title, Interest and Claim as the said *E. B.* or her Assigns now hath or have, or should or ought to have, in or to the said hereby assigned Premises, or any Part thereof, during the Term of her natural Life, for or in respect of the said annual Sum or yearly Rent-charge of two hundred Pounds, which still remains chargeable upon, and issuable out of the same Premises amongst other Things as aforesaid; To have and to hold the said recited Indenture of Lease, Messuages or Tenements, and all and singular other the Premises herein before-mentioned, or intended to be hereby assigned, with their and every of their Rights, Members and

and Appurtenances, (except before excepted) unto the said C. B. his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of fourscore and seven Years, by the said recited Indenture of Lease granted, yet to come and unexpir'd, Upon this special Trust and Confidence, That the said C. B. his Executors, Administrators and Assigns shall and will, at any Time hereafter during the said Term, upon the reasonable Request, and at the Costs and Charges of the said T. H. B. his Executors, Administrators or Assigns, assign and transfer the said hereby assigned Premises, with the Appurtenances, unto the said T. H. B. his Executors or Administrators, or such Person or Persons as he or they shall think fit to direct and appoint, and in the mean Time shall permit and suffer the said T. H. B. his Executors, Administrators or Assigns, to receive and take to his and their own Use, the Rents, Issues and Profits of all and singular the same Premises, subject nevertheless unto, and chargeable with the said annual Sum or yearly Rent-charge of two hundred Pounds, Part of the aforesaid Rent-charge of three hundred Pounds *per Annum*, granted and assured to and for the said E. B. during the Term of her natural Life, in and by the said Indenture Quadripartite or otherwise, and all and every such Forfeiture and Forfeitures *Nomine Penae*, Entries and Distresses, to which the said Messuages or Tenements, burnt down by the said late and dreadful Fire, were made subject or liable in or by the said Quadripartite Indenture or otherwise howsoever. And the said J. E. E. B. and R. B. for themselves severally and respectively, and not the one for the other, and for their several and respective Heirs, Executors, and Administrators, do severally and respectively covenant, promise and agree, to and with the said T. H. B. his Executors and Administrators by these Presents, That they the said J. E. E. B. and R. B. or any of them respectively, have not, nor hath made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing, whereby, or by Reason or Means whereof the said hereby assigned Premises are, shall or may be charged, impeached or incumbered in Title, Charge, Estate, or otherwise howsoever. In Witness, &c.

In Trust to assign the Premises, upon Request to him in Remainder,

And to permit him to receive the mean Profits, &c.

Covenant that all the Premises, are free from Incumbrances.

*An Assignment of several Leases for Years,
for the Residue of the several Terms
therein mentioned.*

(4)

Recital of a Lease
of a Tavern.

Habendum for the
Term of Forty-one
Years.

Recital of an Af-
signment of the said
Indenture of Lease.

Recital of an In-
denture of Lease of
Part of a Toft, &c.
to be built on.

THIS Indenture made, &c. Between Sir A. D. of, &c. Knt. on the one Part, and G. B. of London, Merchant, of the other Part: *Whertas* the Parson or Rector, and Wardens of the Parish-Church of St. Magnus the Martyr, near London-bridge, by their Indenture of Lease under their Hands and Seals, bearing Date, &c. for the Consideration therein mentioned, did demise, grant, and to Farm let unto J. P. of, &c. Vintner, all that Capital Messuage, Tenement or Tavern, with the Appurtenances, then or since called the *Sun-Tavern*, situate, lying or being in or near, &c. To hold to the said J. P. his Executors, Administrators and Assigns from, &c. which was in the Year, &c. for the Term of one and forty Years, from thence next ensuing, and fully to be compleat and ended, under the yearly Rent of, &c. payable at the Days and Times therein mentioned, as in and by the said recited Indenture of Lease, Relation being thereunto had, may more fully and at large appear: *And whereas* the said recited Indenture of Lease, and the Messuage, Tenement or Tavern, with the Appurtenances thereby granted, are by one or more mean Assignment or Assignments, or other Conveyance in the Law, legally come unto and vested in the said Sir A. D. for all the Rest and Residue of the said Term of forty-one Years, in and by the said recited Indenture of Lease granted, yet to come and unexpired: *And whereas* by Indenture, bearing Date, &c. made or mentioned to be made between R. J. Clerk, Rector of the said Parish-Church of St. Magnus, and W. C. Fishmonger, and R. P. Haberdasher, Citizens of London, Wardens and Keepers of the Goods, Works, Rents and Ornaments of the said Parish-Church of St. Magnus, of the one Part, and the said Sir A. D. by the Name of A. D. of, &c. Gent. on the other Part, they the said Rector and Church-wardens, as well in Consideration of new Building, as for divers other Considerations therein mentioned, did demise, grant, and to farm let unto the said Sir A. D. so much of all that Toft, Site, Place and Ground, where, before the dismal and dreadful Fire, which happened in London in September 1666, was and stood the aforesaid Capital Messuage, Tenement or Tavern, with the Appurtenances, called the *Sun*, situate, &c. aforesaid, and then late in the Tenure or Occupation of the above-named J. P. as was not then cut off, or appointed to be cut off, or left for the Inlargement of the Street there, which said Toft, Site, Place and Ground, then was in the

Tenure

Tenure or Occupation of the said Sir *A. D.* his Under-tenants or Assigns, containing the several Dimensions, in a Scheme or Draught thereof to the said Indenture of Lease annexed particularly mentioned, together with all Ways, Passages, Lights, Easements, Cellars, Vaults, Profits, Commodities and Appurtenances whatsoever, to the said demised Part of a Toft, Place and Ground, Messuage and Site, or any Part thereof, in any wise appertaining; To hold unto the said Sir *A. D.* his Executors, Administrators and Assigns, from the Feast-Day of St. Michael the Archangel, which should be in the Year of our Lord, &c. and from the Expiration, Forfeiture, or sooner Determination of a former Lease, theretofore let to the said *J. P.* and herein before mentioned and recited, wherein there were to come about, &c. which first or next should happen, for and during the Term of, &c. from the respective intended Commencement or Beginning of the said Demise as aforesaid, next ensuing and fully to be compleat and ended, Under the yearly Rent of, &c. for every Year of the said Term, and under the Rent of, &c. for the last three Quarters of a Year, payable quarterly: And whereas by one other Indenture, bearing Date, &c. and made or mentioned to be made between the above named Rector and Churchwardens, on the one Part, and the said Sir *A. D.* by the Name of *A. D.* of, &c. Gent. on the other Part, They the said Rector and Churchwardens, in Consideration of new Building, and for divers others Considerations therein mentioned, did demise, grant, and to farm let, unto the said Sir *A. D.* All that Toft, Site, Place and Ground, where, before the said dreadful Fire of London, stood the aforesaid Messuages or Tenements, with the Appurtenances, called the *Sun-Tavern*, as was not then cut off, or appointed to be cut off, or left for the Inlargement of the Street there, and then late was in the Tenure or Occupation of *G. M.* and after that of, &c. and after that of *A. S.* Fishmonger, containing in Length, &c. and in Breadth, &c. together with all Ways, Passages, Lights, Easements, Profits, Commodities and Appurtenances whatsoever, to the said demised Premises belonging or in any wise appertaining; To hold to the said Sir *A. D.* his Executors, Administrators and Assigns, from the Feast-Day of the Nativity of, &c. next following the Day of the Date of the same Indenture, for and during the Term of, &c. from thence next following, fully to be compleat and ended, Under the yearly Rent of, &c. payable quarterly, as in and by the said two last recited Indentures of Lease, Relation thereunto being respectively had, may more fully and at large appear: And whereas the said Sir *A. D.* hath, since the said late dreadful Fire, erected and built upon the said Toft, Site, Pieces and Parcels of Ground above mentioned to be granted by the said several recited Indentures of Lease, one Capital Messuage or Tenement, called or known by the Name of the *Sun-Tavern*, and now in the several Tenures

Habendum for a Term of Years, under a yearly Rent.

Recital of another Indenture of Lease, of another Toft, &c.

Habendum for a Term of Years under a certain Rent payable quarterly.

Recital of Buildings erected on the Premises.

Covenant of Bargain and Sale, by way of Assignment of all the Premises.

Habendum for the several Terms of Years, either begun or to be begun, and yet to come and unexpired.

Covenant that the said several recited Indentures are good in the Law, &c.

Tenures or Occupations of, &c. or some of them: Now this Indenture witnesseth, That the said Sir A. D. as well for and in Consideration of the Sum of one thousand and ten Pounds of lawful, &c. to be paid to him the said Sir A. D. by the above named G. B. immediately after the Sealing and Delivery of these Presents, according to a certain Agreement in Writing, under the Hand and Seal of the said G. B. bearing Date, &c. and a Collateral Agreement bearing even Date with these Presents, wherewith the said Sir A. D. doth hereby acknowledge himself fully satisfied and contented, and for divers other good Causes and Considerations him hereunto moving, hath granted, bargained, sold, assigned and set over, and by these Presents doth grant, bargain, sell, assign and set over unto the said G. B. All the said Toft, Site, Soil, Pieces or Parcels of Ground, and all and singular other the Premises in and by the said recited Indentures of Lease, or any of them, demised or granted, or mentioned or intended to be by them or any of them demised or granted, with their and every of their Rights, Members and Appurtenances, and all that the said Capital Messuage or Tenement, with the Appurtenances, now erected and built, called or known by the Name of the *Sun-Tavern*, as the same is now divided and severally let to and occupied or enjoyed by the said, &c. or some of them, or some of their Under-Tenants or Assigns; and also all the Estate, Right, Title, Interest, Term and Terms of Years yet to come, Property, Profit, Use, Trust, Benefit, Claim and Demand of him the said Sir A. D. either in Law or Equity, of, in or to the Premises, and every or any Part or Parcel thereof, together also with the said several recited Indentures of Lease, and the Assignment or Assignments, or other Conveyances in the Law herein before mentioned and intended, and every of them; **To have and to hold** the said Toft, Site, Soil, Pieces or Parcels of Ground, Messuage or Tenement, and all and singular other the Premises, herein before mentioned or intended to be hereby granted, bargained, sold, assigned and set over, with their and every of their Rights, Members and Appurtenances, unto the said G. B. his Executors, Administrators and Assigns, from henceforth for and during and unto the full End of the several Terms of Years in and by the said several recited Indentures of Lease, or any of them, granted, or meant, mentioned or intended to be granted, which are to begin or commence at any Time hereafter, or which are already begun or commenced, and are therein yet to come and unexpired. **And the said Sir A. D.** for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth covenant, promise and grant, to and with the said G. B. his Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (that is to say) That the said several recited Indentures of Lease at the Time of the Insealing and Delivery of these Presents, for or notwithstanding

standing any Act, Matter or Thing by the said Sir A. D. done, or to be done or suffered to the contrary, are good, sure, perfect and indefeasible Leases in the Law, of and for all and singular the Premises thereby respectively demised, and for and notwithstanding any such Act, Matter or Thing as aforesaid, so shall stand, remain, continue and be unto the said G. B. his Executors, Administrators and Assigns, from henceforth for and during the several Terms of Years thereby respectively granted, and therein now to come and unexpired, under the Rents, Covenants and Conditions therein respectively mentioned or contained; And that the said Sir A. D. now hath in himself good Right, full Power and lawful Authority, to grant and assign all and singular the Premises herein before mentioned, or intended to be hereby granted and assigned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said G. B. his Executors, Administrators, and Assigns, in Manner and Form aforesaid; And also, That the said G. B. his Executors, Administrators and Assigns, shall or lawfully may from Time to Time, and at all Times hereafter, during the Continuance of the several Terms of Years in and by the said several recited Indentures of Lease or any of them granted, or meant, mentioned, or intended to be granted, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the Premises herein before mentioned, or intended to be hereby granted, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, without the lawful Let, Suit, Trouble, Demand, Eviction, Expulsion or Interruption of him the said Sir A. D. his Executors or Administrators, or any of them, or any other Person or Persons whatsoever lawfully claiming or to claim, by, from or under him, them or any of them; And that free and clear, and freely, clearly and absolutely acquitted, exonerated and discharged, or otherwise by him the said Sir A. D. his Heirs, Executors or Administrators, or some of them, well and sufficiently saved, kept harmless and indemnified, of and from all and all Manner of former and other Grants, Gifts, Bargains, Sales, Leases, Assignments, Mortgages, Surrenders, Forfeitures, Rents, Arrearages of Rents, Debts, Duties, Judgments, Executions, Extents, Statutes, Rights, Titles, Estates, Charges, Troubles and Incumbrances whatsoever, had, made, committed, done, or willingly or willingly suffered, or to be had, made, committed, done or suffered by the said Sir A. D. or any Person or Persons lawfully claiming or to claim, by, from or under him, Except the several yearly Rents, Covenants, Conditions and Agreements in and by the said several recited Indentures of Lease reserved, mentioned and expressed, which from henceforth, on the Tenants or Lessees Part are and ought to be paid, performed, fulfilled and kept; And also except such Lease or Grant, which the said M. D. now

And that the Assignor hath Power to assign the same.

Covenant for quiet Enjoyment.

And that the Premises are free from all Incumbrances.

Except the Rents, &c. in the several recited Indentures mentioned.

Except also two other Leases of Part of the Premises.

Covenant to make
farther Assurance
upon Request.

So as such farther
Assurances shall
contain no farther
Warranty, &c. than
are contained in
these Presents.

Covenant that the
Assignee shall save
the Assignor harm-
less from all Ac-
tions, &c. concern-
ing Covenants, &c.
contained in the
several recited In-
dentures of Lease.

Except also two
other Indentures of
Lease of the Premises

bath or pretends to have for the holding such Part of the said Capital Messuage or Tenement, or Tavern, as is now in his Possession, for divers Years to come, at, *Gr. per Ann.* And likewise, Except one Lease made by the said Sir A. D. to E. F. of, *Gr. Gent.* by Indenture, bearing Date, *Gr.* of so much of the said Capital Messuage, Tenement or Tavern, as is now in the Possession of the above-named J. R. Son of the said E. F. his Under-tenants or Assigns, for the Term of, *Gr. from, Gr. last past*, before the Date hereof, under the yearly Rent of One hundred Pounds, payable quarterly, which said Rents during the Continuance of the respective Leases or Grants, and all other Rent and Rents issuing out of the Premises, or any Part thereof, shall and may from henceforth be paid, and payable to the said G. B. his Executors, Administrators and Assigns: And farther, That he the said Sir A. D. his Executors, Administrators and Assigns, and every other Person or Persons, having or lawfully claiming any Estate or Interest, of, in, to or out of the Premises herein before-mentioned, and intended to be hereby granted and assigned, or any Part or Parcel thereof, by, from or under him, at any Time or Times hereafter, shall and will upon the reasonable Request, and at the proper Costs and Charges in the Law, of the said G. B. his Executors, Administrators and Assigns, make, seal, execute, perform and do, all and every such Act and Acts, Thing and Things, Devises and Conveyances in the Law, for the farther and more perfect conveying and confirming of all and singular the Premises herein before-mentioned, or intended to be hereby granted and assigned unto the said G. B. his Executors, Administrators and Assigns, for and during the several Terms of Years, in and by the said several recited Indentures of Lease, or any of them granted, and therein now to come and unexpired, as by the said G. B. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required; So as such farther Acts or Conveyances, or any of them, do not nor shall contain any farther or other Warranty or Covenants for quiet Enjoyment, or freeing from Incumbrances, than as in these Presents is or are contained, and so as the Person or Persons, that shall be required to make or execute such farther Acts or Conveyances, or any of them, be not nor shall be compelled or compellable to travel for the doing thereof, from the Place of his or their Habitation or Abode, at the Time of such Request to be made as aforesaid: And the said G. B. for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and grant, to and with the said Sir A. D. his Executors, Administrators and Assigns, that he the said G. B. his Executors, Administrators and Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said Sir A. D. his Executors, Administrators and Assigns, and every

every of them, and his and their Lands and Tenements, Goods and Chattels, of and from all Actions, Suits, Troubles, Costs, Charges and Demands whatsoever, for, touching or concerning any of the Payments, Covenants, Clauses, Articles, Provisoos and Agreements, mentioned, expressed or contained in the said several recited Indentures of Lease, or any of them, which from henceforth on the Tenants or Lessees Part, are or ought to be paid, performed, observed, fulfilled and kept, according to the true Intent and Meaning of the same Indentures. In Witness, &c.

An Assignment of an Assignment of a Lease for Years of Ground to be built upon.

THIS Indenture made, &c. Between *J. B.* of, &c. Brewer, of the one Part, and *N. S.* of, &c. Esq; of the other Part: Whereas by Indenture of Lease, bearing Date, &c. made or mention'd to be made between *Sir W. P.* Knt. of the one Part, and *J. H.* Citizen and Clothworker of *London*, on the other Part, in Consideration that the said *J. H.* his Executors or Administrators, should and would within one Year then next following, disburse, pay and bestow the Sum of, &c. in repairing and rebuilding two or more substantial Houses on a Parcel of Ground, lying, &c. being the Inheritance of the said *Sir W. P.* measuring on the North-Side, which fronts, &c. and on the South-Side, &c. upon which said Ground then or then late stood Houses in the Possession of the Assignee or Assigns, Under-Tenant or Under-Tenants of, &c. deceased, and for other Considerations therein mentioned, he the said *Sir W. P.* did demise, grant, and to Farm let unto the said *J. H.* all that said Parcel of Ground to be repaired or rebuilt as aforesaid, with a convenient Cellar, Shop, two or three Stories of Chambers, and a Garret to each House, so to be repaired and rebuilt as aforesaid; To hold to the said *J. H.* his Executors, Administrators and Assigns, from the Feast of, &c. which was in the Year, &c. for the Term of, &c. at the yearly Rent of, &c. payable quarterly, as in and by the said recited Indenture of Lease, Relation being thereunto had, may more fully appear: And whereas by Indenture of Assignment, bearing Date, &c. made or mentioned to be made between the said *J. H.* on the one Part, and the said *J. B.* on the other Part, reciting the said Indenture of Lease herein before recited, he the said *J. H.* for the Considerations therein mentioned, did grant, bargain, sell, assign and set over unto the said *J. B.* his Executors, Administrators and Assigns, the said recited Indenture of Lease, and the said Parcel of Ground, Messuages or Tenements, and Premises thereby demised,

(5)

Recital of the Lease.

Consideration of laying out a Sum of Money to build, &c.

Habendum for a Term of Years.

Recital of the first Assignment.

Assignments.

Habendum for the
Residue of the
Term.

Recital that the
Lessee had built,
&c. according to
the Covenant in
his Lease.

Covenant of As-
signment by the
Assignee of the In-
dentine of Lease,
and of the Piece of
Ground, Buildings,
&c.

Recital of the

Consideration
and the money to
be paid to the

Habendum for the
Residue of the
Term under the
Covenants contain-
ed in the Inden-
ture of Lease.

mised, and every Part and Parcel thereof, with their and every of their Appurtenances; To hold to the said J. B. his Executors, Administrators and Assigns, from thenceforth for and during all the Rest and Residue of the said Term of, &c. by the said Indenture of Lease granted, then to come and unexpired, as by the said Indenture of Assignment, Relation being thereunto had, may more fully appear: And whereas the said J. H. before the making of the said recited Assignment, had, pursuant to the said recited Indenture of Lease, at his own proper Costs and Charges, laid out and expended the above-mentioned Sum of, &c. and upwards, in the repairing or new building of the Messuages or Tenements upon the Ground, demised by the said Indenture of Lease, one of which Messuages is called or known by the Name or Sign of, &c. and is now in the Possession of, &c. and the other, &c. Now this Indenture Witnesseth, That for and in Consideration of the Sum of, &c. of lawful Money of, &c. to the said J. B. in Hand well and truly paid by the said N. S. at or before the Sealing and Delivery of these Presents, the Receipt whereof the said J. B. doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth acquit, release and discharge the said N. S. his Executors, Administrators and Assigns for ever, by these Presents, he the said J. B. hath granted, bargained, sold, assigned, transferred and let over, and by these Presents doth fully and absolutely grant, bargain, sell, assign, transfer and let over unto the said N. S. his Executors, Administrators and Assigns, the said recited Indenture of Lease, and the said Piece or Parcel of Ground, Messuages or Tenements, and Premises thereby demised, and every Part and Parcel thereof, with their and every of their Appurtenances, and all such new Erections and Buildings as have been erected or built upon the said demised Premises, by or at the Charge of the said J. H. and all the Estate, Right, Title, Interest, Term of Years, Property, Profit, Benefit, Claim and Demand whatsoever, either in Law or Equity, or otherwise howsoever, of him the said J. B. of, in, to or out of the same Premises, every or any Part or Parcel thereof, together also with the said recited Indenture of Assignment, and all other Deeds, Evidences and Writings touching or concerning the Premises, or any Part thereof, now in the Custody or Power of the said J. B. or which he can or may come by without Suit in Law; To have and to hold the said recited Indenture of Lease, and the said Piece or Parcel of Ground, Messuages or Tenements, and Premises thereby demised, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said N. S. his Executors, Administrators or Assigns, from henceforth for and during all the Rest and Residue of the said Term of, &c. by the said Indenture of Lease granted, yet to come and unexpired, under the Rent and Covenants in and by the said recited Indenture of Lease reserved and contained, which from henceforth on the Lessee's Part and Behalf are or ought to be paid,

paid, kept and performed: And the said *J. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said *N. S.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following; (that is to say) that the said recited Indenture of Lease, at the Time of the Sealing and Delivery of these Presents, is a good and effectual Lease, and valid in the Law, of and for the Premises thereby demised, and is not forfeited, surrendered, or become void or voidable; And that the said *J. B.* now hath in him good Right, full Power, true Title, and lawful and absolute Authority, to grant, bargain, sell, assign, transfer and set over the same, and the Premises thereby demised, unto the said *N. S.* his Executors, Administrators and Assigns, in Manner and Form aforesaid; And that he the said *N. S.* his Executors, Administrators and Assigns, shall or lawfully may from Time to Time, and at all Times hereafter, for and during all the Residue and Remainder of the said Term of, &c. by the said recited Indenture of Lease granted, yet to come and unexpired, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Piece or Parcel of Ground, Messuages or Tenements, and Premises hereby assigned, or mentioned or intended to be assigned as aforesaid, and every Part and Parcel thereof, with their and every of their Appurtenances, and receive, take and keep the Rents, Issues and Profits thereof, to his and their own proper Use and Behoof, without any Let, Suit, Trouble, Denial, Eviction, Ejection or Interruption, of or by him the said *J. B.* or the said *J. H.* or either of them, their or either of their Executors, Administrators or Assigns; or of or by any other Person or Persons lawfully claiming, or to claim, by, from or under him, them, or either of them; And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *J. B.* his Heirs, Executors or Assigns, well and sufficiently saved, kept harmless and indemnified of and from all and all manner of former and all other Gifts, Grants, Bargains, Sales, Leases, Assignments, Mortgages, Surrenders, Forfeitures, Re-entries, Rents, Arrearages of Rent, Judgments, Executions, Extents, Statutes, Recognizances, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, done, or wittingly or willingly suffered by the said *J. B.* and *J. H.* or either of them, their or either of their Executors, Administrators or Assigns, or any of them, or by or with their or any of their Privy, Consent or Procurement, (the yearly Rent and Covenants, in and by the said recited Indenture of Lease reserved and contained, which from henceforth on the Lessee's Part are or ought to be paid, kept and performed, only excepted): And further, That he the said *J. B.* his Executors, Administrators, and all and every other Person or Persons lawfully claiming or to claim the Premises, or

Covenant that the said Indenture of Lease is not forfeited nor surrendered, &c.

And that the Assignor hath full Power to assign, &c.

Covenant for quiet Enjoyment of the Residue of the Term.

And that the Premises are free from all Incumbrances.

Except the Rent and Covenants in the said recited Indenture of Lease. Covenant to make such farther Assurance as the Assignee, &c. shall any require.

Assignments.

any Part thereof, by, from, or under him or the said *J. H.* shall and will from Time to Time, and at all Times hereafter, during the Remainder of the said Term of, &c. at the Request, Costs and Charges in the Law of the said *N. S.* his Executors, Administrators and Assigns, make, do and execute, or cause to be made, done and executed, all and every such farther and other lawful and reasonable Act and Acts, Thing and Things, Deeds, Devises, Conveyances, Assignments and Assurances in the Law whatsoever, for the farther, better and more perfect and absolute conveying, assigning and assuring the said hereby assigned Premises unto the said *N. S.* his Executors, Administrators and Assigns, for all the Residue and Remainder of the said Term, which shall be then to come and unexpired, as by the said *N. S.* his Executors, Administrators and Assigns, or his or their Counsel learned in the Law, shall be reasonably advised, devised, or required. **And** the said *N. S.* for himself, his Executors and Administrators, doth covenant, promise and agree to and with the said *J. B.* his Executors, Administrators and Assigns, that he the said *N. S.* his Executors, Administrators and Assigns, from Time to Time, and at all Times hereafter during the Remainder of the said Term, shall and will pay and discharge the said yearly Rent of, &c. by the said recited Indenture of Lease reserved, and also well and truly perform and keep all and every the Covenants therein contained on the Lessee's Part and Behalf from henceforth to be kept and performed, and shall and will from Time to Time, and at all Times hereafter save, defend, keep harmless and indemnified the said *J. B.* his Executors and Administrators, of and from all Costs, Charges, Suits, Damages and Expences whatsoever, which he or they shall or may pay, bear and sustain, for or by reason of the Non-payment of the said Rent, or the Non-performance of the said Covenants, or any of them. **In Witness, &c.**

Covenant that the Assignee will pay the said Rent, perform the Covenants, &c.

and save harmless the Assignor, &c.

An Assignment by an Administratrix and a Trustee, of two Indentures of Lease, granted by the late Queen Dowager.

(6) **T**HIS Indenture, made, &c. Between *E. B.* of, &c. Widow, Relict and Administratrix of *W. B.* late of, &c. deceased, and *R. B.* of, &c. Gent. on the one Part, and *J. S.* of, &c. Master, on the other Part: Whereas by Indenture of Lease, bearing Date, &c. in the thirtieth Year of the Reign of our late Sovereign Lord King *Charles* the Second, made or mentioned

Recital of one of the Indentures of Lease.

Assignments.

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tioned to be made between the most High and Excellent Princess *Katherine*, by the Grace of God of, &c. Queen, and the Right Honourable *D. Lord H. High Steward* to the said Queen's Majesty, *P. Earl of C. W. Viscount B. Chancellor and Keeper of the Great Seal* to the said Queen's Majesty, *H. Earl of C. J. H. Esq; Treasurer and Receiver General* to the said Queen's Majesty, and *W. M. Esq; Lord Chief Baron of his Majesty's Court of Exchequer*, of the one Part, and *G. B. of, &c. Esq; deceased*, of the other Part, the said most Excellent Princess Queen *Katherine*, and the said *D. Lord H. P. Earl of C. W. Viscount B. H. Earl of C. J. H. and W. P.* for the Considerations therein mentioned, did lease, set and to farm let unto the said *G. B.* all that Close, with the Appurtenances called, &c. situate, &c. then late in the Tenure of *W. W.* or his Assigns, (except as therein is excepted); **To hold** the said Close, with all and singular the Appurtenances, (except as therein before is excepted) unto the said *G. B.* his Executors, Administrators and Assigns, from, &c. unto the full End and Term of, &c. from thence next ensuing, and fully to be compleat and ended, under the yearly Rent of, &c. payable half-yearly, as in and by the said recited Indenture of Lease, Relation being thereunto had, may more fully and at large appear: **And whereas** by Indenture of Assignment, bearing Date, &c. made or mentioned to be made between the said *G. B.* and the said *W. B.* deceased, by the Name of *W. B.* Son of the said *G. B.* of the one Part, and the said *R. B.* of the other Part, therein, (amongst other Things) reciting the said Indenture of Lease therein before recited, he the said *G. B.* for the Considerations therein mentioned, did assign and set over unto the said *R. B.* all and singular Letters Patent whatsoever, whereby he then had, or claimed any Title to the Premises, or any Part thereof, and all his Estate, Right, Title and Interest, of, in, or to the same, or any Part thereof; **To hold** to the said *R. B.* his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term, by the said Indenture of Lease granted, then to come and unexpired; **In Trust** nevertheless to the Intent and Purpose, that after the discharging and performing of several Trusts therein particularly mentioned, which have been long since discharged and performed, the Residue of the Rents and Profits of the Premises, and of the said Term, should be and remain in Trust, for the said *W. B.* his Executors and Assigns, and to and for none other Trust or Trusts whatsoever, as by the said Indenture of Assignment, Relation being thereunto had, may more fully and at large appear: **And whereas** by one other Indenture of Lease, bearing Date, &c. made or mentioned to be made between the said most Excellent Princess Queen *Katherine*, and the Right Honourable *P. Earl of C. H. Earl of C. Treasurer and Receiver General* to the said Queen's Majesty, and the Honourable *W. M. Esq; Lord Chief Baron of his Majesty's Court of Exchequer*, of the one Part, and

The Habendum.

Recital of the Assignment of the said Lease.

The Habendum.

In Trust for an Infant.

Recital of the other Indenture of Lease.

Assignments.

Covenant of Assignment of all the Premises.
The Consideration.

Habendum from a Day past for the Residue of the Term.

and the said *W. B.* deceased, of the other Part, the said most Excellent Princess Queen *Katherine*, and the said *P.* Earl of *C. H.* Earl of *C.* and *W. M.* for the Considerations therein mentioned, did lease, set, and to farm let unto the said *W. B.* (amongst other Things) all that the aforesaid Close called, &c. with the Appurtenances, situate, &c. (except as therein is excepted); To hold to him the said *W. B.* his Executors, Administrators and Assigns from, &c. for the Term of, &c. under the like yearly Rent of, &c. payable, &c. as by the said last recited Indenture of Lease, Relation also being thereunto had, may more fully and at large appear: Now this Indenture Witnesseth, That as well for and in Consideration of the Sum of, &c. of lawful, &c. to the said *E. B.* in Hand, at or before the Sealing and Delivery of these Presents, by the said *J. S.* well and truly paid, the Receipt whereof she the said *E. B.* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, release and discharge the said *J. S.* his Heirs, Executors and Administrators for ever, by these Presents, as for and in Consideration of the further Sum of five Shillings of like lawful Money to the said *R. B.* in Hand, at or before the Sealing and Delivery of these Presents, by the said *J. H.* likewise paid, the Receipt whereof is hereby acknowledged, she the said *E. B.* and the said *R. B.* by and with the Consent, Direction and Appointment of the said *E. B.* testified by her being made a Party to these Presents, and Sealing and Delivery thereof, and in full Discharge of the Trust reposed in the said *R. B.* by the said recited Indenture of Assignment, have bargained, sold, assigned and set over, and by these Presents do, and each of them doth bargain, sell, assign and set over unto the said *J. S.* all that the said Close or Closes called, &c. with all and singular the Appurtenances, by the said two recited Indentures of Lease, or either of them, demised or granted, and every Part and Parcel thereof, (except as in the said recited Indenture of Lease is excepted) and also all the Estate, Right, Title, Interest, Term and Terms of Years, which were to come and unexpired at the Feast of, &c. now last past, Property, Profit, Use, Trust, Benefit, Claim and Demand whatsoever, of her the said *E. B.* and the said *R. B.* or either of them, either in Law or Equity, of, in, or to the Premises, or any Part or Parcel thereof, together also with the said two recited Indentures of Lease, and Indenture of Assignment, and all other Deeds and Writings touching or concerning the Premises, now in the Custody of the said *E. B.* or which she can come by without Suit in Law; To have and to hold the said Close or Closes, and all and singular other the Premises herein before-mentioned or intended to be hereby bargained, sold, assigned and set over, with their and every of their Rights, Members and Appurtenances, unto the said *J. S.* his Executors, Administrators and Assigns, from the said Feast-Day of the Annunciation of the Blessed Virgin *Mary* last past

past before the Date hereof, for and during and unto the full End of the several Terms of Years, in and by the said two recited Indentures of Lease respectively granted, which were then or are yet to come and unexpired. And the said *R. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *J. S.* his Executors, Administrators and Assigns, by these Presents, that he the said *R. B.* hath not made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing, whereby or by Means whereof the said first recited Indenture of Lease and Premises thereby demised, or any Part or Parcel thereof, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise. And the said *E. B.* for her self, her Heirs, Executors and Administrators, and every of them, doth covenant, promise and grant to and with the said *J. S.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following; (that is to say,) that the said two recited Indentures of Lease, upon the said Feast-Day of the, &c. now last past, and at the Time of the Ensealing and Delivery of these Presents, (for and notwithstanding any Act, Matter or Thing, by the said *E. B.* or the said *G. B.* or *W. B.* deceased, or the said *R. B.* or any of them had, made, done or suffered, or to be had, made, done or suffered to the contrary,) are good, sure, perfect and indefeasible Leases in the Law of and for all and singular the Premises thereby demised, and hereby assigned and set over, or intended to be assigned and set over, and shall so remain, continue, and be unto the said *J. S.* his Executors, Administrators and Assigns, from henceforth, for and during all the Rest and Residue of the several Terms of Years thereby respectively granted, yet to come and unexpired, Under the yearly Rents, Covenants and Conditions therein respectively mentioned, or contained; And that the said *E. B.* and the said *R. B.* or one of them, have or hath in him, her, or themselves, full Power, good Right, and lawful Authority, to bargain, sell and assign, all and singular the Premises herein before-mentioned, or intended to be hereby bargained, sold and assigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *J. S.* his Executors, Administrators and Assigns, in Manner and Form aforesaid; And also that the said *J. S.* shall or lawfully may from Time to Time, and at all Times hereafter during the Continuance of the several Terms of Years, in and by the said two recited Indentures of Lease, or either of them, granted, peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the Premises herein before-mentioned, or intended to be hereby bargained, sold and assigned, and every Part and Parcel thereof, with the Appurtenances, without the lawful Let, Suit, Trouble, Denial, Disturbance, Eviction, Expulsion or Interruption of her the said *E. B.* her Executors or Administrators, or any of them,

Covenant on the Trustee's Part that he hath not any Ways incumbered the Premises.

Covenant that the said Indentures of Lease are good Leases in the Law.

And that the Assignors have Power to assign, &c.

Covenant that the Assignee shall quietly enjoy the Premises.

Assignments.

And that they are
free and clear from
all former Incum-
brances.

Covenant that the
Assignee shall save
the Assignor harm-
less from the Pay-
ments, Covenants,
&c. in the said re-
cited Indentures of
Lease contained.

or any other Person or Persons whatsoever, lawfully claiming, or to claim, by, from, or under her, or by from or under the said *G. B.* and *W. B.* deceased, or the said *R. B.* or any of them; And that free and clear, and freely, clearly and absolutely acquitted, exonerated and discharged, or otherwise by her the said *E. B.* her Heirs, Executors and Administrators, or some of them, well and sufficiently saved, kept harmless and indemnified, of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Assignments, Mortgages, Surrenders, Forfeitures, Rents, Arrearages of Rents, Debts to the King, Taxes, Duties, Judgments, Executions, Extents, Statutes, Rights, Titles, Estates, Charges and Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done or suffered by the said *E. B.* or the said *G. B.* and *W. B.* deceased, or any of them, or any other Person or Persons lawfully claiming, or to claim, by, from, or under her, them, or any of them, the Rents, Covenants, Conditions and Agreements, in and by the said several recited Indentures of Lease reserved, mentioned and expressed, which from the said Feast-Day of, &c. now last past, on the Tenant's or Lessee's Part and Behalf, are and ought to be paid, performed, fulfilled and kept, only excepted and foreprized. And the said *J. S.* for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and grant to and with the said *E. B.* her Executors and Administrator, that he the said *J. S.* his Executors, Administrators and Assigns, or some of them, shall and will from Time to Time, at all Times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said *E. B.* her Executors, Administrators and Assigns, and every of them, and her and their Lands and Tenements, Goods and Chattels, of and from all Actions, Suits, Troubles, Costs, Charges and Damages whatsoever, for, touching or concerning any of the Payments, Covenants, Clauses, Articles, Provisoes and Agreements, mentioned, expressed or contained in the said two several recited Indentures of Lease, or either of them, for or in Respect of the said Close or Closes hereby assigned and set over, or any Part thereof, which from and after the said Feast-Day of, &c. now last past, on the Tenant's or Lessee's Part, are or ought to be paid, performed, observed, fulfilled and kept, according to the true Intent and Meaning of the same Indentures. In Witness, &c.

*An Assignment of an Indenture of Lease
by an Administrator, in Trust that
the Assignee shall re-assign the same.*

THIS Indenture made, &c. Between J. C. Citizen and Leather-Seller of London, Administrator of the Goods and Chattels, Rights and Credits of E. his late Wife deceased, on the one Part, and G. C. Citizen and Stationer of London on the other Part. Whereas J. H. of, &c. Esq; did by his Indenture of Lease, bearing Date, &c. for the Considerations therein mentioned, demise unto S. H. late of London, Widow, deceased, All those two Tofts, Pieces or Parcels of Ground and Soil, situate, lying, &c. whereon two Messuages or Tenements formerly stood, which were some Time in the several Tenures or Occupations of J. A. Esq; and A. J. and were burnt down by the then late dreadful Fire of London, which said Ground contains the several Measures and Dimensions in the said Indenture of Lease, and in the Scheme or Ground-Plot thereunto annexed, particularly mentioned and expressed; To hold to the said S. A. her Executors, Administrators and Assigns, from, &c. for the Term of, &c. at and under the Rent of one Pepper-Corn for the first Year, and one half Year of the said Term, and the yearly Rent of, &c. for the Remainder of the said Term, as by the said Indenture of Lease, Relation being thereunto had, may more fully appear: And whereas the said S. A. did in her Life-time erect and build several Messuages or Tenements, and other Buildings upon the said Ground and Soil, according to a Covenant for that Purpose mentioned in the said recited Indenture of Lease: And whereas the said S. A. by her Last Will and Testament in Writing, bearing Date on or about, &c. did give and bequeath the said Indenture of Lease, and the said several Messuages or Tenements, and Gound thereby demised, and all her Estate and Interest therein, unto her Niece E. A. and constituted and appointed J. B. and D. W. Executors of her said Will, who proved the same in the Prerogative Court of Canterbury, and took upon them the Execution thereof, as by the said Last Will and Testament, Relation being thereunto had, may more fully appear: And whereas the said E. A. intermarried with the said J. C. and by Virtue thereof, and of the said Will, the said J. C. and E. his Wife, after the Decease of the said S. A. became intituled to the said Messuages or Tenements and Ground, by the said recited Indenture demised, and soon after the Death of the said S. A. the said J. C. by and with the Assent of the said J. B. and D. W.

(7)

Recital of the Indenture of Lease.

The Premises, being two Tofts of Ground to be built upon.

Habendum for a Term of Years.

Recital that the Lessee did build several Tenements, and by Will devised the same, made Executors, &c.

The Devisee marries, and after the Death of the Devisor became intituled to the Premises,

her

And with the Consent of the Executors she and her Husband enjoyed the same:

Then the Devisee dies before any Assignment made thereof.

Covenant of Assignment by the Husband.

The Consideration.

Habendum for the Remainder of the Term,

In Trust that the Assignee shall re-assign the same.

her Executors, entred and became possessed of the said several Messuages or Tenements and Ground, and the said *J. C.* as well during the Life of the said *E.* as ever since her Death, hath peaceably and quietly held and enjoyed the same, and received the Rents, Issues and Profits thereof, to his own Use: **And whereas** no Assignment of the said Indenture of Lease, or the Premises thereby demised, was made in the Life-time of the said *E.* and the said *J. C.* being by Virtue of the said Intermarriage intituled in Equity to the Remainder of the said Term granted by the said recited Indenture, and the Estate in Law of and in the Premises, being also at present vested in him by Virtue of his Administration to the said *Elizabeth* his late Wife: **Now this Indenture Witnesseth,** That in Consideration of Five Pounds of lawful *English* Money by the said *G. C.* to the said *J. C.* in Hand, at or before the Enfealing and Delivery of these Presents, well and truly paid, the Receipt whereof is hereby acknowledged, and to the Intent that the said *G. C.* shall and will re-assign and transfer the said recited Indenture of Lease, and the said several Messuages or Tenements, and Premises thereby demised, unto the said *J. C.* his Executors, Administrators and Assigns, in such Manner as is herein after mentioned, that so the Estate in Law, of and in the Premises, may be fully and absolutely vested in him the said *J. C.* his Executors, Administrators and Assigns, for all the Remainder of the said Term, he the said *J. C.* hath bargained, sold, assigned and set over, and by these Presents doth bargain, sell, assign and set over unto the said *G. C.* the said recited Indenture of Lease, and the said several Messuages or Tenements and Ground, and all and singular other the Premises, in or by the said recited Indenture of Lease demised, or mentioned or intended to be demised, and every Part and Parcel thereof, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Use, Trust, Property, Profit, Claim and Demand whatsoever, of him the said *J. C.* of, in, to or out of the same Premises, or any Part thereof; **To have and to hold** the said recited Indenture of Lease, and the said Messuages or Tenements and Ground, and all and singular other the Premises herein before-mentioned, or intended to be hereby assigned, with their and every of their Rights, Members and Appurtenances, unto the said *G. C.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of, &c. by the said recited Indenture of Lease granted, yet to come and unexpired; **Upon** special Trust and Confidence nevertheless, and to the Intent and Purpose, that he the said *G. C.* shall and will, by Indenture of Assignment intended to be made between him the said *G. C.* on the one Part, and the said *J. C.* on the other Part, and to bear Date the Day next after the Day of the Date of these Presents, re-assign and transfer the said hereby assigned Premises, with the Appurtenances, and all his Estate, Right and Title therein, unto the said *J. C.* his

Assignments.

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his Executors, Administrators and Assigns, for all the Residue and Remainder of the said Term, which shall be then to come and unexpired, freed from all Incumbrances done or committed by him the said G. C. In Witness, &c.

An Assignment by one Joint Lessee to the other, of all his Interest and Estate in the Lease.

TO all to whom these Presents shall come, I *J. W.* of London, Tobacconist, send Greeting: Whereas Sir *W. T.* Sir *J. M.* Sir *W. P.* Sir *H. E.* Knights and Aldermen of the City of London, and Sir *P. R.* Knight, Alderman and Chamberlain of the said City, by their Indenture of Lease under their several Hands and Seals, bearing Date, &c. made between the said Sir *W. T.* &c. on the one Part, and *C. A.* of, &c. Gent. and the said *J. W.* on the other Part, reciting as therein is recited, for the Considerations therein mentioned, did lease, betake, and to farm let, unto the said *C. A.* and *J. W.* All that their new built Messuage or Tenement, with the Appurtenances, situate, &c. containing, &c. To have and to hold the aforesaid Messuage or Tenement, with the Appurtenances, unto the said *C. A.* and *J. W.* their Executors, Administrators and Assigns, from the Feast-Day of, &c. then last past, before the Date of the said Indenture, for and during, and unto the full End and Term of, &c. from thence next ensuing, and fully to be compleat and ended; Yielding and Paying therefore yearly and every Year, during the said Term, unto the said Sir *W. T.* &c. their Executors, Administrators or Assigns, or to the major, &c. for the Time being, their Successors or Assigns, at or within the Publick Counting-house in the, &c. the yearly Rent or Sum of, &c. at the four most usual Feast-Days or Terms of the Year therein specified, by even and equal Portions, as in and by the said recited Indenture of Lease, wherein divers other Covenants, Clauses, Conditions and Agreements are contained, Relation being thereunto had, may more fully and at large appear: Now this Indenture witnesseth, That I the said *J. W.* for and in Consideration of the Sum of, &c. by the said *C. A.* to him the said *J. W.* in Hand at or before the Ensealing and Delivery of these Presents well and truly paid, the Receipt whereof he the said *J. W.* doth hereby acknowledge, and himself to be therewith fully satisfied, contented and paid, and thereof and from every Part thereof doth hereby acquit, exonerate and discharge the said *C. A.* his Executors, Administrators and Assigns,

(8)

Recital of the
Lease of the Pre-
misses for a Term
of Years.

The Habendum.

The Reddendum.

Covenant of the
Assignment of the
said Lease.

And with the Consent of the Executors of the said J. W. the said J. W. his Executors, Administrators and Assigns, have granted, bargained, sold, aliened, assigned, remised, released, and for ever quit-claimed, and by these Presents doth grant, bargain, sell, alien, assign, remise, release, and for ever quit-claim unto the said C. A. All the Estate, Right, Title, Interest, Term of Years to come, Claim, Profit, Property or Demand whatsoever, which he the said J. W. now hath, or which he, his Executors, Administrators or Assigns, at any Time hereafter may or ought to have, of, in or to the said recited Indenture of Lease, or the Messuage or Tenement thereby demised, with the Appurtenances, and every or any Part or Parcel thereof;

Habendum for the Residue of the Term. (8)

Recited of the Premises for a Term of Years

Covenant that the said Lease and Premises are free from Incumbrances.

Except the Rent and Covenants reserved in the said recited Indenture of Lease.

Covenant to make further Assurance.

and every of them by these Presents, and also for divers other good Causes and valuable Considerations, him the said J. W. therunto moving, hath granted, bargained, sold, aliened, assigned, remised, released, and for ever quit-claimed, and by these Presents doth grant, bargain, sell, alien, assign, remise, release, and for ever quit-claim unto the said C. A. All the Estate, Right, Title, Interest, Term of Years to come, Claim, Profit, Property or Demand whatsoever, which he the said J. W. now hath, or which he, his Executors, Administrators or Assigns, at any Time hereafter may or ought to have, of, in or to the said recited Indenture of Lease, or the Messuage or Tenement thereby demised, with the Appurtenances, and every or any Part or Parcel thereof; To have and to hold the said recited Indenture of Lease, and the said Messuage or Tenement and Premises, and every Part and Parcel thereof, unto the said C. A. his Executors, Administrators and Assigns, to the only proper Use and Behoof of him the said C. A. his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during all the Rest and Residue now to come and unexpired of the said Term of, &c. in and by the said recited Indenture of Lease granted, and fully to be compleat and ended. And the said J. W. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise, grant and agree, to and with the said C. A. his Executors, Administrators and Assigns, in Manner and Form following; that is to say, That the said recited Indenture of Lease, and the Messuage or Tenement aforesaid and Premises, with all and singular the Appurtenances, &c. be, and so from henceforth, for and during all the Rest and Residue now to come and unexpired of the said Term of, &c. shall remain and continue, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said J. W. his Executors and Administrators, well and sufficiently saved, kept harmless and indemnified, of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Assignments, Judgments, Executions, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by him the said J. W. the Rent and Covenants in and by the said recited Indenture of Lease reserved and contained, which from henceforth for and during all the Rest and Residue of the said Term of, &c. are to be wholly and solely paid and performed by the said C. A. his Executors, Administrators and Assigns, only excepted and foreprized: And also, That he the said J. W. his Executors and Administrators, shall and will at any Time or Times hereafter, upon the Request, and at the proper Costs and Charges in the Law of him the said C. A. his Executors, Administrators or Assigns, make and execute to him the said C. A. his Executors or Administrators, such further and other Assurance or Assurances of the Premises, as by

by the Counsel learned in the Law, of him the said C. A. his Executors, Administrators or Assigns, shall be reasonably advised and directed. In Witness, &c.

An Assignment of a Debt, with a Letter of Attorney.

KNOW all Men by these Presents, That I B. M. of *Gr.* (9)
 Glover, in Consideration of the Sum of, *Gr.* now justly due
 and owing by me to W. P. Citizen and Cutler of London, and The Considera-
 for better securing the Payment of the same to the said W. P. tion.
 have bargained, sold, assigned and transferred, and by these Pre- Assignment of a
 sents do absolutely bargain, sell, assign and transfer unto the said Debt.
 W. P. all that Debt or Sum of, *Gr.* which is now due and
 owing to me from J. H. of, *Gr.* for Goods sold and delivered
 by me to the said J. H. or his Order, before the Day of the
 Date hereof, and all my Right, Title, Interest, Claim and De-
 mand of, in or to the said Debt or Sum of Money, or any Part
 thereof; **To hold** to the said W. P. his Executors, Administra- The Habendum.
 tors and Assigns, from henceforth to his and their own proper
 Use and Behoof for ever, under the Proviso and Condition herein
 after mentioned; **And** I do hereby constitute and appoint the said The Letter of
 W. P. to be my true and lawful Attorney irrevocable, and do give Attorney.
 and grant to him, his Executors and Administrators, full Power
 and Authority, in my Name, and in the Name of my Executors
 or Administrators, but to the only proper Use and Behoof of the
 said W. P. his Executors and Administrators, to ask, demand,
 sue for, levy, recover, receive, compound, acquit, release and
 discharge the said Debt or Sum of, *Gr.* and every or any Part or
 Parcel thereof, and upon Receipt of the same, or any Part thereof,
 Acquittances or other proper Discharges to make and give, and
 generally for me and in my Name, or in the Name of my Exe-
 cutors or Administrators, to make, do, perform and execute all
 and every such further and other Acts, Matters and Things, in,
 about, touching or concerning the Premises, as to the said W. P.
 his Executors or Administrators, shall seem requisite and necessary,
 and that as fully and essentially as if I my self, or my Executors
 or Administrators were personally present, hereby covenanting
 that I, my Executors and Administrators, will ratify and confirm
 all, and whatsoever he or they shall lawfully do or cause to be
 done in or about the Premises, by Virtue of these Presents; **And** Covenant, that
 I do hereby covenant with the said W. P. his Executors and Ad- the Assignor hath
 ministrators, that I have not done or suffered, and that I, my Exe- not done, nor will
 cutors or Administrators, will not do or suffer any Act, Matter do any Act to hin-
 der the Assignee
 from receiving the
 or Debt:

But will upon
Request do all
Things to further
his receiving of it.

Proviso, This As-
signment to be void
on Payment of a
Sum of Money.

or Thing, whereby, or by Reason whereof, the said *W. P.* his Executors, Administrators or Assigns, shall or may be hindred or prevented in or from the recovering or receiving of the said Debt or Sum of, &c. hereby assigned, or any Part thereof, or such other Satisfaction as can or may be had or obtained for the same, to his and their own Use; And further, That I, my Executors and Administrators, will at all Times hereafter, at the Request of the said *W. P.* his Executors, Administrators and Assigns, make, do and perform all such further and other Acts and Things, as shall be by him or them reasonably required for the proving of the said Debt, and the better and more effectual enabling of him and them to recover, receive, obtain and enjoy the same, according to the true Intent and Meaning of this present Assignment. **Provided** always, That if I the said *B. M.* my Executors, Administrators and Assigns, shall well and truly pay, or cause to be paid, unto the said *W. P.* his Executors, Administrators or Assigns, the said Sum of, &c. within, &c. next ensuing the Date hereof, then this present Assignment, and every Article and Clause herein contained, shall become and be void, and of none Effect. In Witness, &c.

*An Assignment of a Lease in Trust, for
discharging a Debt, and for Mainte-
nance and Education of a Child.*

(10)

Recital of the
Lease.

The Premises.

The Habendum.

THIS Indenture made, &c. Between *L. G.* of, &c. of the one Part, and *R. C.* of, &c. of the other Part: **Whereas** *Sir H. S. Bart.* by Indenture of Lease, bearing Date, &c. for the Considerations therein mentioned, did demise unto the said *L. G.* all that, &c. containing by Estimation, &c. with the Appurtenances, situate, &c. and then in the Possession of the said *L. G.* his Under-Tenants or Assigns, some time thentofore belonging to the late dissolved Monastery of, &c. And also one Passage or Way for him the said *L. G.* his Executors, Administrators and Assigns, and for his and their Servants, Beasts, Cattle, Carts and Carriages, to and from the said demised Premises over the Ground called, &c. as the Occupiers of the said Premises have used the same, to and from the said Premises (except as therein is excepted); **To hold** to the said *L. G.* his Executors, Administrators and Assigns, from and immediately after the Death of, &c. then Wife of the said *L. G.* for the Term of ninety-nine Years, (if the said *L. G.* and *W. G.* their Son, should so long live) at and under the yearly Rent of, &c. payable half-yearly, as in and by the said recited

Indenture

Assignments.

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Indenture of Lease, Relation being thereunto had, may more at large appear: And whereas the said R. C. in and by one Bond or Obligation, bearing Date, &c. at the Request of the said L. G. and for the only proper Debt of the said L. G. became and still stands bound unto M. G. of, &c. Widow, in the penal Sum of, &c. conditioned for the Payment of the Sum of, &c. unto the said M. G. her Executors, Administrators or Assigns, at a certain Time limited therein, as by the said Bond and Condition thereof, Relation being thereunto had, may more at large appear: **Now** this Indenture Witnesseth, That as well for the raising of Money for paying and discharging of the said recited Bond, and for the saving, keeping harmless and indemnified the said R. C. his Heirs, Executors and Administrators, of and from the said Bond, and all Actions, Suits, Charges and Troubles touching or concerning the same, as for and in Consideration of the tender Love and Affection which he the said L. G. hath and beareth towards his said Son W. G. and for raising of Money for his Maintenance and Education, and placing him out Apprentice, and for a further Provision for him during his Life, and in Consideration of Five Shillings to him in Hand paid by the said R. C. he the said L. G. hath granted, bargained, sold, transferred, assigned and set over, and by these Presents doth fully, clearly and absolutely grant, bargain, sell, transfer, assign and set over unto the said R. C. his Executors, Administrators and Assigns, the said, &c. and all and singular other the Premises in and by the said recited Indenture of Lease granted, with their and every of their Rights, Members and Appurtenances, (except before excepted) and all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Property, Profit, Claim and Demand whatsoever, of him the said L. G. of, in or to the same, by Force, Virtue or Means of the said recited Indenture of Lease, or otherwise howsoever, together with the said recited Indenture of Lease; **To have and to hold** the said recited Indenture of Lease, Close, &c. and all and singular other the Premises hereby assigned, or meant, mentioned, or intended to be hereby assigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said R. C. his Executors, Administrators and Assigns, from henceforth for and during all the Rest, Residue and Remainder of the said Term of ninety-nine Years yet to come and unexpired, (if the said L. G. or the said W. G. his Son shall so long live); **Upon Trust** nevertheless, and to the Intent and Purpose, that he the said R. C. his Executors, Administrators and Assigns, shall and may receive and take all and singular the Rents, Issues and Profits of the said hereby assigned Premises, during all the Residue of the said Term of ninety-nine Years (if the said L. G. and W. G. his Son, or either of them, shall so long live); and in the first place apply the same for or towards the Payment and Discharge of the Principal Money and Interest now due, or which shall grow due

Recital of a Bond.

Assignment of
the Indenture of
Lease.
Considerations.

The Habendum.

Declaration of
the Trusts.

Assignments.

Recited Bond
to assign
to assign
to assign

due upon the said recited Bond or Obligation, together with all such Costs, Charges, Expences and Damages, which the said R. C. his Heirs, Executors or Administrators, shall or may be put to, expend, lay out, or suffer, for or by reason of or relating to the said Bond or Obligation, or the Money thereby payable, or for or by reason of any Act, Matter or Thing that shall be done by him or them in Pursuance of these Presents, or the Trusts hereby reposed in him or them; and upon further Trust, to apply and dispose of the Remainder of the clear Rents, Issues and Profits of the said hereby assigned Premises, for or towards the putting or placing out the said W. G. as an Apprentice to such Trade as to the said R. C. his Executors or Administrators, shall seem most fit and convenient for him, or otherwise to apply and dispose of the same in and about the Education, Maintenance and Advancement of the said W. G. in such manner as he the said R. C. his Executors or Administrators shall think fit, during all such Part of the said Term of ninety-nine Years, as the said W. G. shall happen to live; and in case the said W. G. shall happen to depart this natural Life before the Expiration of the said Term, and the said L. G. his Father shall him survive, then in Trust to apply and dispose of the said Remainder of the clear Rents, Issues and Profits of the said hereby assigned Premises, to and for the only proper Use and Behoof of the said L. G. during all such Part of the Residue of the said Term which shall be then to come and unexpired, as he the said L. G. shall happen to live: **And** the said L. G. for himself, his Executors and Administrators, and for every of them, doth covenant, promise and grant, to and with the said R. C. his Executors, Administrators and Assigns, by these Presents, in Manner and Form following; (that is to say) That he the said L. G. hath in himself full Power, good Right, true Title, and lawful and absolute Authority to grant, bargain, sell, transfer, assign and set over the said hereby bargained Premises, with the Appurtenances, unto the said R. C. his Executors, Administrators and Assigns, in Manner and Form aforesaid; **And** that the said L. G. hath not committed, omitted, or wittingly or willingly suffered or done any Act, Matter or Thing whatsoever, whereby, or by reason or means whereof, the said hereby assigned Premises, or any Part or Parcel thereof, is, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. **In Witness, &c.**

Covenant that
the Assignor hath
Power to assign,
&c.

And that the Pre-
misses are free
from Incumbran-
ces.

the said R. C. his Executors, Administrators and Assigns, shall seem most fit and convenient for him, or otherwise to apply and dispose of the same in and about the Education, Maintenance and Advancement of the said W. G. in such manner as he the said R. C. his Executors or Administrators shall think fit, during all such Part of the said Term of ninety-nine Years, as the said W. G. shall happen to live; and in case the said W. G. shall happen to depart this natural Life before the Expiration of the said Term, and the said L. G. his Father shall him survive, then in Trust to apply and dispose of the said Remainder of the clear Rents, Issues and Profits of the said hereby assigned Premises, to and for the only proper Use and Behoof of the said L. G. during all such Part of the Residue of the said Term which shall be then to come and unexpired, as he the said L. G. shall happen to live: **And** the said L. G. for himself, his Executors and Administrators, and for every of them, doth covenant, promise and grant, to and with the said R. C. his Executors, Administrators and Assigns, by these Presents, in Manner and Form following; (that is to say) That he the said L. G. hath in himself full Power, good Right, true Title, and lawful and absolute Authority to grant, bargain, sell, transfer, assign and set over the said hereby bargained Premises, with the Appurtenances, unto the said R. C. his Executors, Administrators and Assigns, in Manner and Form aforesaid; **And** that the said L. G. hath not committed, omitted, or wittingly or willingly suffered or done any Act, Matter or Thing whatsoever, whereby, or by reason or means whereof, the said hereby assigned Premises, or any Part or Parcel thereof, is, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. **In Witness, &c.**

Attornment.

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An Assignment of a Bond by Indorsement.

(11)

KNOW all Men by these Presents, That I the within named C. R. for and in Consideration of 400*l.* of lawful Money of Great Britain, to me in Hand paid by R. M. of P. in the County of R. Clerk, at or before the Ensealing and Delivery of these Presents, the Receipt whereof I do hereby acknowledge, have granted, bargained, sold, assigned, and set over, and by these Presents do grant, bargain, sell, assign, and set over unto the said R. M. his Executors, Administrators and Assigns, the within written Bond or Obligation and Condition, and the Sum of 392*l.* mentioned in the said Condition, and all Interest due, and to grow due for the same; and all my Right, Title, Interest, Claim and Demand whatsoever, of, in and to the same; and I do authorize the said R. M. in my Name to demand, sue for, receive, have, hold, and enjoy the said Sum of 392*l.* and Interest, to his own Use and Behoof for ever. In Witness whereof I the said C. R. have hereunto set my Hand and Seal this Fourth Day of April in the Third Year of the Reign of our Sovereign Lord George, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, &c. and in the Year of our Lord God one Thousand seven Hundred and Eighteen.

Assignment. Vide Bankrupt, 1, 2, 3. Mortgages, 1, 2, 3, 4, 5, 6, 8, 9, 10, 12, 13. Portions, 1.

Attornment.

An Attornment of Tenants to a Mortgagee.

(1)

TO all to whom these Presents shall come, R. T. of F. in the County of, &c. Gent. B. M. Yeoman, M. N. N. R. and F. M. Yeoman, send Greeting. Whereas the said B. M. holds of, and rents of the said R. T. a certain Farm called M. Farm, and the said M. N. rents Part of F. Farm, and N. R. other Part thereof; and the said F. M. rents a Farm called R. And whereas the said Farms are in Mortgage to B. B. of L. in the

(11)

the County of R. Gent. and his Trustees, for 500*l*. Principal Money, on which Mortgage there is a great Arrear of Interest: And whereas the said R. T. is willing and desirous that the said B. B. should have the Possession of the said Premises, and receive the Rents thereof; and to that End hath agreed, that the said respective Tenants shall attorn and become Tenants to the said B. B. and from henceforth pay their respective Rents to him the said B. B. and his Assigns: Now know ye, that the said B. M. W. A. N. R. and F. M. by the Direction of the said R. T. testified by his being Party to, and signing and sealing this present Writing, have attorned and become Tenants, and by these Presents do attorn and become Tenants to the said B. B. and in Testimony of this Attornment have, and each of them hath, paid to the said B. B. Six Pence; And the said R. M. M. N. N. R. and F. M. for themselves severally, and each apart for himself, and not jointly, and for their several, and not Joint Heirs, Aets, Executors and Administrators, do hereby covenant and agree to and with the said B. B. that they will henceforward respectively Pay their respective Rents due and payable for their respective Farms to the said B. B. or his Assigns, and shall not, nor will deliver Possession of the said Farms to any other Person, unless thereunto compelled by Law or Equity. In Witness whereof the said R. T. B. M. M. N. N. R. and F. M. have hereunto set their Hands and Seals the Fifth Day of May, in the Third Year of, &c. and in the Year of our Lord, &c.

Bankrupt.

*An Assignment of a Term of Years under
a Commission of Bankruptcy, in Trust to
attend and wait upon the Inheritance.*

(1)

Recital of a Mortgage.

THIS Indenture Quadripartite, made, &c. Between J. H. of London, Merchant, on the first Part, G. W. of London, Esq; R. P. J. C. and J. T. of London, Merchants, Sir J. S. of London, Knt. on the second Part, M. P. and W. F. of London, Merchants, on the third Part, and R. C. and J. W. of &c. Gent. on the fourth Part. Whereas by Indenture of Demise or Mortgage, bearing Date, &c. The Right Honourable R. Earl of, &c. The Honourable E. R. Esq; Son of the Right Honourable W. Earl of, &c. and C. B. of, &c. Esq; for the Considerations

considerations therein mentioned, did Demise unto *F. F.* of, &c. Esq; his Executors, Administrators and Assigns, (amongst other things) the three Messuages or Tenements herein aftermentioned, with their Appurtenances, for the Term of one thousand Years, without Impeachment of Waste, Under a Proviso to be void upon Payment of one thousand Pounds, and Interest for the same, by the said *Earl of S.* his Executors, Administrators or Assigns, to the said *F. F.* his Executors, Administrators or Assigns, at the Days therein mentioned, and long since past; which Money was not paid according to the said Proviso, whereby the Estate of the said *F. F.* of and in the Premises became absolute in the Law: And whereas by Indorsement of the said recited Indenture of Demise or Mortgage, bearing Date on or about, &c. the said *F. F.* for the Consideration therein mentioned, did assign the said Indenture, and the Premises thereby demised with their Appurtenances, to *J. C.* of London, Gent. for all the Residue of the said Term of one thousand Years then to come and unexpired, without Impeachment of Waste subject to the aforesaid Proviso: And whereas by Indenture, bearing Date, &c. made between the said *Earl of, &c.* the said *E. R. C. B.* and *J. C.* on the one Part, and the said *Sir J. S.* (by the Name of *J. S.* of London Goldsmith,) and *J. L.* Citizen and Founder of London, on the other Part, for the several Considerations therein mentioned, the said *J. C.* by the Direction and Appointment of the said *Earl*, and at the Nomination of the said *Sir J. S.* did assign and transfer, and the said *Earl*, and the said *E. R.* and *C. B.* by his Direction did ratify and confirm unto the said *J. L.* his Executors, Administrators and Assigns, (amongst other things) the said three Messuages or Tenements, with their Appurtenances herein aftermentioned, for all the then Residue of the said Term of one thousand Years; In Trust nevertheless for the said *Sir J. S.* his Heirs and Assigns, and to attend and wait upon the Freehold and Inheritance of the same Premises then lately purchased by the said *Sir J. S.* and to protect the same against Incumbrances, freed and discharged of and from all Equity and Power of Redemption, as by the said two recited Indentures and Indorsement, Relation being thereunto had, may more at large appear: And whereas by Indenture Tripartite bearing Date, &c. made between *S. L.* of, &c. Widow, Relict, and one of the Executors of the said *J. L.* then deceased, of the first Part, the said *Sir J. S.* of the second Part, and the said *J. H.* on the third Part, after Recital of the said Indentures and Indorsement herein before recited, the said *S. L.* for the Consideration therein mentioned, by the Direction of the said *Sir J. S.* did assign, and the said *Sir J. S.* did confirm to the said *J. H.* the said recited Indentures of Demise, and the several Assignments thereof, therein and herein before recited, and all and singular the Premises thereby demised or assigned, with their Appurtenances, for all the Residue of the said Term of one thousand

Proviso to be void
on Payment of the
Mortgage Money.

Recital of an As-
signment of the said
Mortgage by way
of Indorsement.

In Trust to wait
upon the Inheri-
tance.

Recital of an As-
signment of the said
Indentures and In-
dorsement.

Proviso to be void
on Payment of a
Sum of Money.

Recital of an In-
denture Quadri-
partite,

reciting a Commis-
sion of Bankrupt a-
warded against se-
veral Persons,

whom the Commis-
sioners declared to
be Bankrupts,

and found some of
them to be seised
of several Estates,
&c.

Which the Com-
missioners together
with the said Bank-
rupt assigned to his
Creditors,

except the Remain-
der of the said
Terms of 1000
Years.

Habendum to the
Assignees in Fee.

In Trust for the
Benefit of all the
Creditors.

Years then to come and unexpired, without Impeachment of Waste, Under a Proviso to be void on Payment of the Sum of one thousand six hundred and eighty Pounds, on the Days therein mentioned, and long since past, as by the said recited Indenture, Relation being thereunto had, may more at large appear: And whereas by Indenture Quadripartite, (inrolled in the High Court of Chancery,) bearing Date, &c. made between R. O. and M. K. Esqs; and J. W. Gent. on the first Part, the said G. W. R. P. J. C. and J. T. on the second Part, the said Sir J. S. and B. H. and R. H. Goldsmiths and Copartners, on the third Part, and the said M. P. and W. F. on the fourth Part, reciting that a Commission of Bankrupt had been then lately awarded against the said Sir J. S. B. H. and R. H. directed to the said R. O. M. H. and J. W. as Commissioners with others therein named, and that the said R. O. M. H. and J. W. being the major Part of the said Commissioners, had found that the said Sir J. S. B. H. and R. H. had traded together as Partners in the Trade of a Goldsmith or Banker, and were indebted to the said G. W. R. P. J. C. and J. T. and other their Creditors in the Sum of, &c. and upwards, and being so indebted, did in their Judgments become Bankrupts to all Intents and Purposes, before the Date and Suing out of the said Commission, and also reciting that the said Commissioners had found that the said Sir J. S. at the time he became Bankrupt was seised in his Demesne as of Fee, or of some other Estate or Estates of Inheritance, in Possession, Reversion, Remainder or Expectancy, or was intitled to the Equity of Redemption, or was otherwise interested of and in (amongst other Things) the three Messuages or Tenements herein after mentioned, with their Appurtenances; It is witnessed that the said Commissioners, Parties thereunto, for the Consideration therein mentioned, and likewise the said Sir J. S. did assign and convey unto the said G. W. R. P. J. C. and J. T. (amongst other things) the said three Messuages or Tenements herein after mentioned, with their Appurtenances, and all the Estate and Interest of the said Sir J. S. of, in, or to the same, except the Remainder of the said Term of one thousand Years, and all and every or any other Term or Terms of Years, of or in the said Messuages or Tenements, or any other the Premises thereby assigned or conveyed, which were then subsisting, or kept on Foot in Trust to attend and wait upon the Freehold and Inheritance of the same Premises, or any Part thereof, or to protect the same against Incumbrances; To hold to the said J. W. R. P. J. C. and J. T. their Heirs and Assigns for ever, to the Use of them, their Heirs and Assigns for ever; In Trust nevertheless for the Use, Relief, Benefit and Advantage of themselves, and all other the Creditors of the said Sir J. S. B. H. and R. H. or any of them, who then had, or at any time thereafter in due manner should seek Relief by Virtue of the said Commission, and contribute towards the Charges thereof. And it is thereby further

Further Witnessed, That the said Commissioners, and also the said Sir J. S. B. H. and R. H. for the Consideration therein mentioned, did assign and transfer unto the said M. P. and R. F. (amongst other things) the Remainder of the aforeaid Term of one thousand Years, and all other the Term or Terms of Years at any time heretofore granted or created of or in the said three Messuages or Tenements herein after mentioned, with their Appurtenances, or any Part thereof, in Trust for the said Sir J. S. his Heirs or Assigns, or to attend and wait upon the Freehold and Inheritance of the said three Messuages or Tenements, or any Part or Parcel thereof, or to protect the same against Incumbrances; To hold to the said M. P. and W. F. their Executors, Administrators and Assigns, from thenceforth, for all the Rest and Residue of the said Term and Terms of Years then to come and unexpired; In Trust nevertheless for the said G. W. R. P. J. C. and J. T. their Heirs and Assigns, and to attend and wait upon the Freehold and Inheritance of the said Premises so conveyed to them, by the same Deed as aforeaid, and to defend and protect the same against Incumbrances as by the said recited Quadripartite Indenture of Assignment, Relation being thereunto had, may more at large appear: Now this Indenture witnesseth, That for and in Consideration of the Sum of, &c. to the said J. H. in Hand well and truly paid by the said R. C. being the same Sum of, &c. mentioned to be paid to the said J. H. by the said R. C. in and by a certain Indenture of Release Quadripartite, bearing even Date therewith, whereby the Freehold and Inheritance of the said three Messuages or Tenements herein after mentioned, with their Appurtenances, are conveyed or intended to be conveyed to the said R. C. and his Heirs, and to the Intent and Purpose, that the said Term of one thousand Years, may be kept on Foot to defend and protect the said three Messuages or Tenements, with their Appurtenances, and in Consideration of five Shillings apiece to the said J. H. G. W. R. P. J. C. J. T. M. P. W. F. and Sir J. S. in Hand severally paid by the said J. W. the several Receipts whereof they do hereby respectively acknowledge, he the said J. H. by the Direction and Appointment of the said G. W. R. P. J. C. and Sir J. S. respectively testified by their being Parties to these Presents, and their Signing and Sealing hereto, and the said M. P. and R. F. by the like Direction and Appointment of the said G. W. R. P. J. C. J. T. and Sir J. S. testified as aforeaid, have and each and every of them hath bargained, sold, assigned and set over, and by these Presents do, and each and every of them doth bargain, sell, assign, and set over unto the said J. W. by the Direction and Appointment of the said R. C. testified as aforeaid, All that, &c. and all the Estate, Right, Title, Interest, Equity of Redemption, Claim and Demand whatsoever, of them the said J. H. M. P. W. F. G. W. R. P. J. C. J. T. and Sir J. S. every of any of them, of, in or to

Recital of the Assignment of the Remainder and Term of 1000 Years.

Who declare the

Habendum to the Assignees.

In Trust for the Creditors, and to attend the Inheritance.

Assignment of all the Premises.

The Habendum. to the same Premises, or any Part or Parcel thereof; To have and to hold the said three Messuages or Tenements, and all and singular other the Premises herein before mentioned or intended to be hereby assigned, with their and every of their Appurtenances unto the said *J. W.* his Executors, Administrators and Assigns, from henceforth, for and during all the Rest and Residue of the said Term of one thousand Years yet to come and unexpired; **In Trust** nevertheless, and to the Intent and Purpose that the Term and Estate hereby assigned to the said *J. W.* shall attend and wait upon the Freehold and Inheritance of the Premises so conveyed or intended to be conveyed as aforesaid, to the said *R. C.* and his Heirs, and to protect and defend the same against Incumbrances: And the said *J. H.* for himself, his Executors, Administrator, and Assigns doth covenant, promise and agree to and with the said *R. C.* his Heirs and Assigns, by these Presents, that he the said *J. H.* hath not made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing, whereby or by reason or means whereof the said hereby assigned Premises, or any Part thereof is, are, shall or may be impeached, charged or incumber'd in Title, Charge, Estate, or otherwise howsoever. **In Witness, &c.**

In Trust to attend the Inheritance.

Covenant that the Premises are free from Incumbrances.

An Assignment by Commissioners of Bankruptcy, of all the Bankrupt's Effects, to one of the Creditors, in Trust for all of them.

(2)

Recital of a Commission of Bankruptcy,

and of the Commissioners Proceedings thereon.

THIS Indenture made, &c. Between *F. A.* of the Middle Temple, London, Esq; *T. W.* and *J. P.* of London, Gent. on the one Part, and *S. L.* Citizen and Vintner of London, on the other Part: **Whereas** her Majesty's Commission under the Great Seal of Great Britain, grounded upon the several Statutes made concerning Bankrupts, hath been awarded against *J. L.* of, &c. Draper, bearing Date at Westminster, directed unto the said *F. A. T. W.* and *J. P.* together with *R. S.* Esq; and *J. M.* Gent. thereby giving full Power and Authority unto the said Commissioners, four or three of them, whereof the said *F. A.* or *R. S.* to be one, to execute the same, as by the said Commission, Relation being thereunto had, may more at large appear: **And whereas** the said Commissioners, Parties to these Presents, having begun to put the said recited Commission in Execution, upon due Examination of Witnesses, and other good Proof upon Oath before them had and taken, do find, or it otherwise appeareth unto them, that the

the said *J. L.* for several Years before the Date and Suing forth of the said recited Commission, did use and exercise the Trade and Business of a Draper and Mercier, at his House and Shop in, &c. aforesaid, and bought and sold Woollen and Linen Cloth, and other Goods and Commodities, and thereby sought and endeavoured to get his Living, as others of the like Trade or Business use to do, and that during such his Trading and Dealing, he became justly and truly indebted, and at the Time of the Issuing of the said Commission did stand justly indebted unto the said *S. L.* and other his Creditors, in divers Sums of Money, amounting in the Whole to One hundred Pounds and upwards; And being so indebted, he the said *J. L.* did in the Judgment of the said Commissioners, Parties to these Presents, become Bankrupt to all Intents and Purposes, within the Compass, true Intent and Meaning of the several Statutes made concerning Bankrupts, some or one of them, before the Date and Suing forth of the said recited Commission: And whereas the said Commissioners, Parties to these Presents, or the major Part of the said Commissioners, by the said Commission authorized, in further Execution of the said recited Commission, upon like due Examination of Witnesses, and other good Proof upon Oath before them had and taken, do find, or it otherwise appeareth unto them, that the said *J. L.* at the Time he became Bankrupt, was possessed of, interested in, or intitled unto divers Household Goods, and other Goods, Wares and Merchandizes then remaining or being in or about his said Dwelling-House and Shop, situate, &c. which have been seized by Virtue of a Warrant under the Hands and Seals of the major Part of the said Commissioners named and authorized in and by the said Commission, the Particulars whereof are mentioned, set down and expressed in the Schedule to these Presents annexed, and also of, in or to divers other Goods, Wares, Merchandizes, and other Things now or late in the Possession of divers and sundry Persons in Trust for him the said *J. L.* the Particulars whereof are also mentioned and expressed in the said Schedule to these Presents annexed, and also of, in or to divers Book-Debts, and other Debts and Sums of Money due, owing and payable to the said *J. L.* and his Estate, by and from divers and sundry Persons, the Particulars whereof, and the Names of the several Persons from whom the same are due, owing or payable, are also mentioned, set down and expressed in the said Schedule to these Presents annexed: Now this Indenture Witnesseth, That the said Commissioners, Parties to these Presents, being the major Part of the Commissioners by the said Commission authorized, by Force and Virtue of the said Commission, and the Statutes therein mentioned, and in further Execution of the same, in Consideration of the Covenants and Agreements herein after contained on the Part of the said *S. L.* his Heirs, Executors and Administrators, to be observed and performed, have ordered, disposed, assigned and set over, and by these Presents do (as much as

Who declare the Person to be a Bankrupt,

And find him to be possessed of several Effects.

Covenant of Assignment of all the Bankrupt's Estate to one of the Creditors.

Habendum to the Assignee, his Executors, &c. for ever;

In Trust for the Use of himself, and of all other the Creditors of the said Bankrupt.

Covenant that the Assignee shall dispose of the Bankrupt's Effects to the best Advantage,

And get in all his Debts,

And give an Account to the Commissioners when required;

in them the said Commissioners lieth, and they lawfully may) order, dispose, assign and set over, unto the said *S. L.* all and singular the said Household Goods, and other Goods, Wares and Merchandizes, and also all the Debts and Sums of Money particularly mentioned, set down and expressed in the said Schedule hereunto annexed, and all other Goods, Wares, Merchandizes, Debts, Sum and Sums of Money, and other Effects of or belonging to the said *J. L.* which now are, or at the Time he became Bankrupt were remaining or being in or about his said Dwelling-House or Shop, or in the Hands or Possession of, or due or owing by or from the several Persons named in the said Schedule, or any of them, or any other Person or Persons whatsoever; and all the Right, Title, Interest, Property, Profit, Claim and Demand whatsoever, of him the said *J. L.* of, in, to or out of the Premises, or any Part or Parcel thereof, in any wise howsoever; **Co** have and to hold all and singular the said Household Goods, and other Goods, Wares, Merchandizes, Debts and Sums of Money, and all and singular other the herein before-mentioned or intended to be hereby assigned Premises, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *S. L.* his Executors, Administrators and Assigns, from henceforth for ever, as his and their own proper Estate; **In Trust** nevertheless, to and for the Use, Behoof, Benefit and Advantage of him the said *S. L.* and all other the Creditors of the said *J. L.* who have already sought, or shall hereafter in due Time come in and seek Relief by Virtue of the said Commission, and contribute towards the Charges thereof, according to the true Intent and Meaning of the several Statutes in that Case made and provided: **And** the said *S. L.* for himself, his Heirs, Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said Commissioners, Parties to these Presents, their Executors and Administrators, and every of them, in Manner and Form following; (that is to say) That he the said *S. L.* his Heirs, Executors and Administrators, shall and will use his and their best Endeavours, by all the lawful Ways and Means he or they, or any of them, can or may, with all convenient Speed, as well to sell and dispose of all and singular the Goods, Wares and Merchandizes mentioned in the said Schedule hereunto annex'd, or hereby intended to be assigned, for the best and greatest Rates and Prizes that can or may really and *bona fide* be had or obtain'd for the same; **As** also to recover and get in all and singular the said Debts and Sums of Money hereby assigned or intended to be assigned; **And** that he the said *S. L.* his Heirs, Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, upon reasonable Notice or Request in that Behalf to him or them made or given by the said Commissioners, Parties to these Presents, or the major Part of the Commissioners, by the said Commission authorized, render and give unto the said Commissioners, Parties to these

these Presents, or the major Part of the Commissioners, by the said Commission authorized, a just, true, plain and perfect Account in Writing, of all such Sum and Sums of Money, and other Estate of the said *S. L.* as already have or hath, or at any Time hereafter shall come to the Hands, Use or Possession of the said *S. L.* his Executors, Administrators or Assigns, or any of them, or any other Person or Persons by his or their Order, or in Trust for him or them, by Virtue of these Presents, or otherwise howsoever; And likewise, That he the said *S. L.* his Heirs, Executors and Administrators, or some of them, shall and will, upon such reasonable Notice or Request as aforesaid, assign and transfer all such Part of the said *J. L.*'s Estate and Effects herein mentioned or intended to be hereby assigned, as shall then remain unsold and undisposed of; And also pay and deliver all such Sum and Sums of Money, as shall in the mean Time be had, raised or received by him the said *S. L.* his Executors, Administrators or Assigns, or any of them, by Virtue of these Presents or otherwise, out of the said *J. L.*'s Estate, unto the said Commissioners, Parties to these Presents, or the major Part of the Commissioners by the said Commission authorized, or to such Person or Persons as they shall direct or appoint, To the End that the said Commissioners, Parties to these Presents, or the major Part of the Commissioners, by the said Commission authorized, may divide, distribute and dispose thereof, and of every Part thereof, for and towards the Payment of the just Debts due and owing by the said *J. L.* to such of his Creditors as have already sought, or shall hereafter in due Time come in and seek Relief by Virtue of the said Commission, and contribute towards the Charges thereof, as aforesaid, according to the true Intent and Meaning of the several Statutes in that Case made and provided, and of these Presents: And lastly, That he the said *S. L.* his Heirs, Executors and Administrators, or some of them, shall and will from Time to Time, and all Times hereafter, well and sufficiently save, defend and keep harmless and indemnified the said Commissioners, Parties to these Presents, and the rest of the Commissioners by the said Commission authorized, and every of them, their and every of their Heirs, Executors and Administrators, of, from and against all and all Manner of Action or Actions, Suits, Arrests, Costs, Charges, Expences, Troubles and Damages whatsoever, which shall or may at any Time or Times hereafter be brought, commenced or prosecuted, happen or arise unto or against them the said Commissioners, Parties to these Presents, or any of them, their or any of their Heirs, Executors or Administrators, or their or any of their Lands, Tenements, Goods or Chattels, or which they or any of them shall or may sustain, suffer, or be put unto, for or by Reason or Means of the said Warrant of Seizure, or any Act or Thing done or to be done thereupon, or for or by Reason of this present Deed of Assignment,

And assign such of the Bankrupt's Estate as shall remain undisposed of,

And deliver all Sums of Money by him receiv'd to the Commissioners.

To the End they may divide it among the Creditors.

Covenant that the Assignee shall save the Commissioners harmless.

signment, or any thing herein contained, or their or any of their lawful Intermeddlings or Dealings in or about the Estate of the said *J. L.* or any other their Proceedings in the due and legal Execution of the said recited Commission, or by Force, Virtue or Colour thereof. In Witness, &c.

Another Assignment by Commissioners of Bankruptcy, of all the Bankrupt's Estate, to one of the Creditors in Trust for all of them, with several special Covenants.

(3) **T**HIS Indenture made, &c. Between *M. K. Esq; T. D.* and *T. W.* Gentlemen, on the one Part, and *W. F.* of London, Silkmen, on the other Part: Whereas his Majesty's Commission under the Great Seal of Great Britain, grounded upon the several Statutes made concerning Bankrupts, hath been awarded against *J. S.* of, &c. Draper, bearing Date at Westminster, &c. directed unto the said *M. K. T. D.* and *T. W.* together with *J. C. Esq;* and *H. B. sen. Gent.* thereby giving full Power and Authority unto the said Commissioners, four or three of them (whereof the said *M. K.* or *J. C.* to be one) to execute the same, as by the said Commission, Relation being thereunto had, may more at large appear: And whereas the said *M. K. T. D.* and *T. W.* having begun to put the said recited Commission in Execution, upon due Examination of Witnesses, and other good Proof upon Oath before them had and taken, do find, or it otherwise appeareth unto them, That the said *J. S.* for the Space of two Years and upwards before the Date and Suing forth of the said recited Commission, did use and exercise the Trade or Business of a Draper or Mercer, at his House and Shop in, &c. aforesaid, and bought and sold Woollen and Linen Cloth, Silks and other Goods and Wares, and sought and endeavoured to get his Living by buying and selling in his said Trade or Business, as others of the like Trade used to do; And that during such his Trading and Dealing he became justly and truly indebted, and still doth owe and stand indebted unto the said *W. F.* and several other his Creditors in divers Sums of Money, amounting to the Sum of one hundred Pounds and upwards, and being so indebted, he the said *J. S.* did, in Judgment of the said Commissioners, Parties to these Presents, become Bankrupt to all Intents and Purposes, within the Compass, true Intent and Meaning of the several Statutes made concerning Bankrupts, some, or one of them, before the Date and Suing forth

Recital of a Commission of Bankruptcy awarded against a Draper.

The Commissioners find the Bankrupt to have used the Trade of a Draper.

And that he became and is indebted to the Assignee and several other Creditors, in upwards of 100 l. and that he became a Bankrupt.

forth of the said recited Commission. And whereas the said Commissioners, Parties to these Presents, in further Execution of the said recited Commission, upon like due Examination of Witnesses, and other good Proof upon Oath before them had and taken, do further find, or it otherwise appeareth unto them, that the said J. S. at the Time he became Bankrupt, was seised in his Demesne as of Fee-simple, or of some other Estate or Estates of Inheritance, in Possession, Reversion, Remainder or Expectancy, or for the Term of his natural Life, or intitled to the Equity of Redemption, or was otherwise interested or intitled, of, in or to the several Freehold and Copyhold Messuages, Lands, Tenements or Hereditaments herein aftermentioned, with their Appurtenances (that is to say) Of, in or to all that Capital Messuage or Tenement, Barn, Stable and Outhouses, together with a Croft of Pasture thereunto adjoining and belonging, containing by Estimation, &c. be the same more or less; And also of, in or to all those Closets (formerly but one) as the same are now divided and called, or known by the Name of, &c. one whereof is Arable, and the other Pasture, containing by Estimation, &c. be the same more or less; And also of, in or to all that Piece or Parcel of Meadow Ground lying, &c. containing by Estimation, &c. be the same more or less; And also of, in or to all that Piece or Parcel of Land, &c. containing, &c. be the same more or less; All which Premises are situate, lying and being, &c. and now are or late were in the Tenure or Occupation of J. M. his Under-Tenant or Under-Tenants; And also of, in or to all that Messuage or Tenement, with the Orchard thereunto belonging, containing by Estimation, &c. be the same more or less, now or late in the Tenure or Occupation of, &c. his Under-Tenant or Under-Tenants, lying and being, &c. And also of, in or to all that Copyhold Messuage or Tenement, with the Appurtenances, and the Yards and Hop-Ground thereunto belonging, lying, &c. and held of the Manor of, &c. now or late in the Tenure or Occupation of the said J. S. his Under-Tenant or Under-Tenants; All which said Freehold and Copyhold Messuages, Lands, Tenements and Hereditaments, with their Appurtenances, the said Commissioners, Parties to these Presents, or the major Part of the Commissioners, by the said Commission authorised, have caused to be viewed, valued, rented and appraised, by honest Men of Skill and Judgment, who have valued the Estate and Interest of the said J. S. of and in the Premises, at the Sum of, &c. and no more, in regard the same stand charged with several Mortgages, upon which great Sums are due for Principal and Interest: Now this Indenture Witnesseth, That the said M. K. T. D. and T. W. being the major Part of the said Commissioners by the said Commission authorised, by Force and Virtue of the said recited Commission, and the Statutes therein mentioned, and in further Execution of the same, in Consideration of five Shillings of lawful

They find him seised of several Estates in Land, viz.

Of one Capital Messuage, &c.

Of two Closets.

Of a Piece of Meadow Ground.

And of a Piece of Land, &c.

Of a Messuage, &c.

Of a Copyhold-Messuage, &c.

All which Estates the Commissioners caused to be appraised.

Covenant of Assignment of all the Premises.

The Considerations.

English Money in Hand paid by the above-named *W. F.* the Receipt whereof is hereby acknowledged, and also in Consideration of the Covenants and Agreements herein after contained, on the Part and Behalf of the said *W. F.* his Heirs, Executors and Administrators, to be observed, kept and performed, ~~have~~ bargained, sold, ordered, disposed, assigned and set over, and by these Presents do, as much as in them the said Commissioners lieth, and they lawfully may, bargain, sell, order, dispose, assign and set over, unto the said *W. F.* all and singular the said Freehold and Copyhold Messuages, Lands, Tenements, Hereditaments and Premises herein abovementioned or described, with their and every of their Rights, Members and Appurtenances, and all Houses, Out-houses, Edifices, Buildings, Commons, Feedings, Pastures, Meadows, Lands, Grounds, Clofes, Ways, Passages, Waters, Water-Courses, Lights, Easements, Privileges, Advantages, Emoluments and Appurtenances whatsoever, to the said Messuages, Lands, Tenements and Hereditaments and Premises, or any of them belonging, or in any wise appertaining, or accepted, reputed or taken, or used or enjoyed as Part, Parcel or Member thereof, or of any Part thereof; And also all other the Freehold and Copyhold Messuages, Lands, Tenements and Hereditaments whatsoever, lying within the said County of, &c. whereof or wherein or whereunto he the said *J. S.* at the time he became Bankrupt, had or now hath any Estate, Right, Title or Interest in Possession, Reversion, Remainder or Expectancy, or for Term of his natural Life, or otherwise howsoever, with their and every of their Rights, Members and Appurtenances, and all the Estate, Right, Title, Interest, Equity of Redemption, Claim and Demand whatsoever, of him the said *J. S.* of, in, to or out of the same Premises, every or any Part or Parcel thereof, in any wise howsoever, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the Premises, and of every or any Part or Parcel thereof, together with all Deeds, Evidences, Writings, Escripts and Miniments whatsoever, touching or concerning the Premises, or any Part or Parcel thereof; **To have and to hold** the said Messuages, Lands, Tenements and Hereditaments, and all and singular other the Premises herein beforementioned, or intended to be hereby bargained, sold and assigned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *W. F.* his Heirs and Assigns for ever, **To the Use of the said *W. F.***

In Trust nevertheless his Heirs and Assigns for ever; **In Trust nevertheless** to and for the Use, Behoof, Benefit and Advantage of him the said *W. F.* and all and every other the Creditors of the said *J. S.* who have already sought, and shall hereafter in due time come in and seek Relief, by Virtue of the said recited Commission, and contribute towards the Charges thereof, according to the Direction of the Statutes in that case made and provided. And the said *W. F.* for himself,

Habendum to the Assignee in Fee.

In Trust nevertheless for the Use of the Assignee and all the other Creditors of the Bankrupt, who have or shall seek Relief, by Virtue of the above recited Commission.

himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said Commissioners, Parties to these Presents, their Executors and Administrators, and each and every of them by these Presents in Manner and Form following; (that is to say) that he the said *W. F.* his Heirs and Assigns, shall and will use his and their best Endeavours, by all lawful Ways and Means, and with all convenient Speed, to enter upon, and recover and get into his, their, or some of their Possession or Power, all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned, or intended to be hereby bargained, sold or assigned, with their and every of their Appurtenances; And shall and will from time to time, with all convenient Speed, after the same, or any Part thereof, shall have come to his, their, or any of their Possession or Power, sell and dispose of the same, for the best and greatest Rates and Prices, that can or may really and *bona fide* be had or obtained for the same; And that he the said *W. F.* his Heirs and Assigns, shall and will also from time to time, and at all times hereafter, upon reasonable Notice and Request in that behalf to him or them made or given by the said Commissioners, Parties to these Presents, or the major Part of the Commissioners, by the said Commission authorised, render and give to them a just, true, plain and perfect Account in Writing, of all such Part of the said *J. S.*'s Estate, herein before mentioned or intended to be hereby bargained, sold and assigned, and of the Rents, Issues and Profits thereof, as hath or have already, or shall at any time hereafter come to his, their or any of their Hands, Use or Possession; And likewise that he the said *W. F.* his Heirs, Executors, Administrators and Assigns, or some of them, shall and will, upon such reasonable Notice and Request as aforesaid, assign and transfer all such Part of the said Messuages, Lands, Tenements, Hereditaments and Premises, as shall then remain unfold or undisposed of by him the said *W. F.* his Heirs or Assigns, And also pay, dispose and deliver all such Sum and Sums of Money, as shall before that time have come to his or their Hands, by Virtue of these Presents, clear of all Charges arising or happening in the Execution of the Trusts hereby reposed in him the said *W. F.* his Heirs and Assigns as aforesaid, unto the said Commissioners, Parties to these Presents, or the major Part of the Commissioners, by the said Commission authorised, or to such other Person or Persons, as they shall direct or appoint, To the end that the said Commissioners, Parties to these Presents, or the major Part of the Commissioners, by the said Commission authorised, may divide, distribute and dispose thereof, and of every Part thereof, for or towards the Payment of the said just Debts, now due and owing by the said *J. S.* to such of his Creditors as have already sought Relief, or shall hereafter in due time come in and seek Relief, by Virtue of the said Commission, and contribute towards the Charges thereof, as aforesaid, according to the true Intent and Meaning of the

Covenant that the Assignee will get into Possession of the Premises.

And sell the same to the best Advantage.

Covenant that the Assignee shall upon notice give account to the Commissioners of such of the Bankrupt's Estate, as shall be come to his Hands.

And upon Request assign the same.

And also pay all the Money he shall have received by Virtue of these Presents, deducting the Charges, to the Commissioners, or such other Persons as they shall appoint,

To the end they may dispose thereof among the Creditors.

Covenant that the Assignee shall save the Commissioners harmless.

the several Statutes in that Case made and provided, and of these Presents: And lastly, That he the said *W. F.* his Heirs, Executors and Administrators, or some of them, shall and will from Time to Time, and at all Times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said Commissioners, Parties to these Presents, and the rest of the Commissioners named in the said recited Commission, and every of them, their and every of their Heirs, Executors and Administrators, of, from and against all and all manner of Action and Actions, Suits, Arrests, Costs, Charges, Expences, Troubles and Damages whatsoever, which shall or may at any Time or Times hereafter be brought, commenced or prosecuted, happen or arise unto or against them the said Commissioners, Parties to these Presents, their Heirs, Executors or Administrators, or any of them, their or any of their Lands, Tenements, Goods and Chattels, or which they or any of them shall or may sustain, suffer or be put unto, for or by reason or means of this present Deed of Bargain and Sale, or any thing herein contained, or any of their lawful Intermeddlings or Dealings, in or about the Estate of the said *J. S.* or any other of their Proceedings in the due and legal Execution of the said recited Commission, or by Force, Virtue or Colour thereof. In Witness, &c.

A Deed of Distribution, made by Commissioners of Bankrupts, of all the Bankrupt's Effects, amongst his Creditors.

(4)
Recital of the Commission.

The Commissioners find the Bankrupt to have used the Trade of a Vintner,

THIS Indenture made, &c. Between *S. B.* Esq; *J. W.* and *C. B.* Gent. of the one Part, and *S. L.* and *A. G.* of London, Merchants, Creditors of *E. T.* late of, &c. Vintner, of the other Part: Whereas the King's Majesty's Commission under the Great Seal of, &c. grounded upon the several Statutes made concerning Bankrupts, bearing Date at *Westminster*, &c. hath been awarded against the said *E. T.* and directed unto the said *S. B.* *J. W.* and *C. B.* together with *J. E.* Esq; and *C. B.* Gent. thereby giving full Power and Authority unto the said Commissioners, three or four of them, whereof the said *J. E.* or *S. B.* to be one, to execute the same, as by the said Commission, Relation being thereunto had, it doth and may more fully and at large appear: And whereas the said *S. B.* and *J. W.* and *C. B.* having begun to put the said recited Commission in Execution, upon due Examination of Witnesses, and other good Proof upon Oath before them taken, did find, or it otherwise appeareth unto them, that the said *E. T.* for the Space of one Year and upwards, before the

the Date and Suing forth of the said recited Commission, did use and exercise the Trade or Business of a Vintner at his Dwelling-house, commonly called or known by the Name or Sign of the, &c. situate, &c. and had used and exercised the same Trade in other Houses for several Years before, and bought and sold Wines as other Persons of the same Trade used to do, and sought and endeavoured to get his Living by Buying and Selling in the said Trade or Way of a Vintner; And that the said *E. T.* so seeking and endeavouring to get his Living by Buying and Selling as aforesaid, during the Time of his said Trading and Dealing, did become justly and truly indebted, and still doth owe and stand indebted unto the said *S. L.* and *A. G.* and several other his Creditors, in several Sums of Money, amounting in the whole to the Sum of one hundred and eighty Pounds and upward of lawful *English* Money, and being so indebted he the said *E. T.* did in the Judgments of the said Commissioners, Parties to these Presents, become Bankrupt to all Intents and Purposes, within the Compass, true Intent and Meaning of the several Statutes made concerning Bankrupts, or within some or one of them, before the Date and Suing forth of the said recited Commission: And whereas the said Commissioners, Parties to these Presents, in further Execution of the said recited Commission, upon the like due Examination of Witnesses, and other good Proof upon Oath before them had and taken, having further found, or it otherwise appearing unto them, that there were divers Debts, Sum and Sums of Money, due and owing and belonging unto the said *E. T.* and to his Estate, by and from divers and several Persons, and also that the said *E. T.* at the Time of the Executing of the said Commission, had and was possessed of divers Goods, Wares and Merchandises, then remaining and being in or about his said Dwelling-house, they the said Commissioners, Parties to these Presents, did by Indenture under their Hands and Seals duly executed, bearing Date, &c. for the Considerations, and the Uses, Intents and Purposes therein mentioned, order, dispose, assign and set over unto the above-named *S. L.* and *A. G.* their Executors and Administrators, All and singular the Debts, Sum and Sums of Money, Goods, Wares and Merchandises, and all other the Estate of the said *E. T.* particularly mentioned in the Schedule or Inventory to the said Deed or Indenture of Assignment annexed, as by the said Deed or Indenture of Assignment, Relation being thereunto had, may more fully and at large appear: And whereas the said *S. L.* and *A. G.* have actually gotten and received into their Hands or Possession, by Virtue of the said Assignment, divers Wares, Goods and Merchandises, of or belonging to the said *E. T.* Part whereof they have sold, and have received the Monies due for the same, and the rest thereof are still remaining in their Hands or Custody, being of the Value of, &c. as the same have been appraised by two skilful and indifferent Men,

And that he became justly indebted to several Persons,

And became a Bankrupt.

That several Debts were owing to him,

And that he was possessed of divers Goods, &c. All which the said Commissioners assigned to two of his Creditors,

Who got Possession of the Goods, &c.

And received several of the Debts.

That there were several other Debts unreceived, which were looked on as desperate.

The Commissioners likewise found the particular Debts due to the respective Creditors,

And several Debts claimed by others who had not made Proof thereof.

The Creditors request the Commissioners to make Distribution.

That four Months are expired since the suing out of the Commission,

And that Notice had been given, and no other Creditors were come in.

Covenant of Distribution of the Bankrupt's Effects amongst his Creditors,

the Particulars of which Goods, Wares and Merchandises are mentioned and expressed in the Schedule indented hereunto annexed: **And whereas** the several Debts or Sums of Money assigned to the said *S. L.* and *A. G.* by the said recited Indenture of Assignment, and several other Debts or Sums of Money owing to the Estate of the said *E. T.* amounting together to the Sum of, *£c.* are still standing out and unreceiv'd by the said Assignees, the Particulars whereof are mentioned, set down and expressed in the said Schedule indented, to these Presents annexed, but all or the greatest Part thereof are accounted desperate and irrecoverable: **And whereas** the said Commissioners, Parties to these Presents, in further Execution of the said Commission, upon sufficient Proof upon Oath before them taken, have also found that the said *E. T.* at the Time he became Bankrupt as aforesaid, stood justly and truly indebted, and now is and stands justly and truly indebted unto the said *A. G.* in the Sum of, *£c.* **And whereas** the several other Creditors above-named have claimed, and do claim to be due and owing to them severally and respectively, by and from the said *E. T.* several other Sums of Money, amounting to the Sum of, *£c.* but have not yet made full and due Proof thereof, the Particulars whereof are also mentioned, set down and expressed in the said Schedule indented, to these Presents annexed: **And whereas** the said Creditors above-named have already made, and do by these Presents (testified by their being made Parties, and Signing and Sealing hereunto) make it their Request unto the said Commissioners, Parties to these Presents, being the major Part of the Commissioners in and by the said Commission named and authorised, to order, distribute, divide and set over, unto and amongst them the said Creditors above-named the said Goods, Wares, Merchandises, Debts and Sums of Money in the said Schedule indented, hereunto annexed, mentioned and expressed, for and towards Payment and Satisfaction of their said respective Debts: **And whereas** the full Space of four Months since the Date and Suing forth of the said Commission is fully elapsed and expired, and sufficient Notice has been given of the intended making of this present Deed of Distribution, by publishing the same in the *Gazette*, and no other Creditor or Creditors of the said *E. T.* than the Creditors above-named, as Parties to these Presents, have as yet come in, and sought Relief by the said Commission, or paid or contributed towards the Charges thereof, according to the Direction of the said Statutes, for any Debt or Debts due or owing, or claimed to be due or owing, by or from the said *E. T.* **Now this Indenture Witnesseth**, That the said Commissioners, Parties to these Presents, by Force and Virtue of the said recited Commission, and of the Statutes therein mention'd, and in further Execution thereof, and for and in Consideration, that a due and legal Distribution may be had and made of the said Goods, Wares, Merchandises, Debts

Debts and Sums of Money in the said Schedule indented, hereunto annexed, particularly mentioned and expressed, have order'd, distributed, disposed, divided, assigned and set over, and by these Presents do, as much as in them the said Commissioners lieth, and they lawfully may, order, dispose, distribute, divide, assign and set over unto and amongst the said Creditors above-named, Parties to these Presents, all and singular the said Goods, Wares, Merchandises, Debts and Sums of Money, in Manner and Form following, (that is to say) to each and every of them the said Creditors above-named a Part and Portion of the same, Share and Share alike, according to the Quantity and Proportion of his or their several and respective Debts in the Schedule indented, hereunto annexed, mentioned and expressed; **To have**, hold, receive, take, keep and enjoy the said Goods, Wares, Merchandises, Debts and Sums of Money, and every Part and Parcel thereof, unto and amongst the said Creditors, Parties to these Presents, their Executors and Administrators, as his and their own proper Estate for ever, for or towards Payment or Satisfaction of their said several and respective Debts, the same to be rateably and proportionably divided and distributed as aforesaid, subject nevertheless to the Proviso or Consideration ensuing, (that is to say) **Provided always**, and upon and under this express Condition, and it is hereby declared to be the true Intent and Meaning of these Presents, and of all the Parties to the same, that all and every the Creditors above-named, who have not already made full and due Proof of his and their Debts so claimed as aforesaid before them the said Commissioners, Parties to these Presents, or the major Part of the Commissioners, by the said Commission authorised, or otherwise by due Course of Law, to be by them allowed of, and so signified by Writing under their Hands, or the Hand of one of them, and shall either neglect or refuse to make such full and due Proof of his or their Debts so claimed as aforesaid, within the Space of two Months next after Notice in Writing for that Purpose shall be given to him or them, or left at his or their House or Habitation, Lodging, or last Place or Places of Abode, that then, and in such Case, every such Person and Persons respectively shall be, and are hereby wholly excluded and utterly debarred out of this present Deed of Distribution, and of and from all or any Share, Benefit and Proportion or Advantage hereby arising, or to be hereby had or made, for or in Respect of his or their Debt or Debts so claimed as aforesaid, or so much thereof as shall not be duly prov'd and admitted of, in Manner aforesaid, according to the true Intent and Meaning of these Presents; **And** that then and thereupon the Part, Share and Proportion of the said Goods, Wares, Merchandises, Debts and Sums of Money, by these Presents intended to be divided or distributed, or which might or ought to have been divided or distributed among, or belonged, or been paid unto such of the said Creditor

Share and Share alike in Proportion to their several Debts.

Habendum as their own proper Estates.

Proviso that such of the other Creditors as shall not prove their Debts in two Months after Notice, shall be excluded from any Share of the Bankrupt's Estate.

And such Share to be equally distributed among the other Creditors.

Covenant to indemnify the Commissioners.

tor or Creditors so making Default of Proof as aforesaid, shall be and remain, and the same is hereby distributed, divided and set over unto and amongst such other of the above-named Creditors of the said *E. T.* as have already, or shall hereafter duly and fully prove their said Debts in such Manner as is herein before mentioned and appointed; any thing in these Presents contained to the contrary thereof in any wise notwithstanding. And all and every the said Creditors, Parties to these Presents, for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not jointly, or one for the other, do, and each of them doth covenant, promise, grant and agree to and with the said Commissioners, Parties to these Presents, their respective Executors and Administrators, and to and with every of them, by these Presents, that they the said *S. L.* and *A. G.* and the rest of the Creditors of the above-named *E. T.* and their respective Executors and Administrators respectively, shall and will from Time to Time, and at all Times hereafter, well and sufficiently save, defend, keep harmless, and indemnified the said Commissioners, Parties to these Presents, and the rest of the Commissioners, by the said Commission authorised, their and every of their Lands, Tenements, Goods, Chattels and Estates, and every Part and Parcel thereof, of, from and against all and all Manner of Actions, Suits, Arrests, Costs, Charges, Expences, Damages and Demands whatsoever, which they or any of them shall or may suffer, sustain, or be put unto, for, or by Reason or Means of this present Deed of Distribution, or any other Act, Matter or Thing whatsoever, by them, either or any of them, lawfully done or executed, or to be done or executed, by Virtue of the said Commission, or any of their lawful Intermedlings in any of the Estate of the said *E. T.* by Force, Virtue or Colour thereof. In Witness, &c.

A Letter of Attorney to appear before Commissioners of Bankruptcy, &c.

(5) **K**NOW all Men by these Presents, that I *W. F.* of, &c. Maltster, have made, constituted and appointed, and by these Presents do make, constitute and appoint *R. M.* of, &c. Hosier, my true and lawful Attorney, for me and in Name to appear before the Commissioners appointed to execute a Commission of Bankruptcy awarded against *N. W.* of, &c. and then and there to pay in such Contribution-Money as shall be requisite in my Behalf; And also to ask, demand, sue for, recover and receive

Bargain and Sale.

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ceive of and from the said Bankrupt, or Assignee, or Assignees of the said Commission, my Share and Proportion of the said Bankrupt's Effects, and for me, and in my Name to make, seal and execute any Release or Releases, Discharge or Discharges, for the Debt, or any Part thereof, due and owing to me from the said Bankrupt; And also to make, sign, seal or execute any Certificate or Certificates, for the Discharge of the said Bankrupt; And to make, do and execute all and every other Act and Acts, Thing and Things whatsoever needful and necessary to be done in and about the said Debt, so due and owing from the said Bankrupt or his Estate, or relating to the said Bankrupt or Commission so issued as aforesaid, as I my self may or might do, were I present at the doing thereof; And I do hereby ratify and confirm all, and whatsoever my said Attorney shall lawfully do or cause to be done, in and about the Premises. In Witness, &c.

An Affidavit that the foregoing Letter of Attorney was duly executed.

A. B. of, &c. Gent. maketh Oath, that he this Deponent was present, and did see W. F. of, &c. duly sign, seal and deliver the Letter of Attorney hereunto annexed; and this Deponent did accordingly subscribe his Name as a Witness thereunto; and did also see R. M. subscribe his Name as a Witness to the due Execution thereof.

Bankrupt. Vide Bargain and Sale, 12.

Bargain and Sale.

A Bargain and Sale for a Year.

THIS Indenture, made, &c. Between T. D. of, &c. Gent. S. S. of, &c. Merchant, and S. D. of, &c. eldest Son of the said T. D. on the one Part, and E. J. of, &c. Widow, on the other Part, Witnesseth, That the said T. D. S. S. and S. D. in Consideration of the Sum of Five Shillings of lawful Money of Great Britain, to them or one of them in hand paid by the said E. J. at, on or before the Ensealing and Delivery of these Presents, the Receipt whereof they do hereby acknowledge, and for divers other good Causes and Considerations them

(1)

The Consideration.

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Bargain and Sale.**The Habendum.**

hereunto moving, **have**, and each and every of them hath bargained and sold, and by these Presents do, and each and every of them doth bargain and sell unto the said *E. J.* all those (prout in the Release *usq;* and all the Estate, &c.) **To have and to hold** the said Tofts, Pieces or Parcels of Ground, Messuages or Tenements thereon erecting and building, and all and singular other the Premises herein before mentioned, or intended to be hereby bargained and sold, with their and every of their Rights, Members and Appurtenances unto the said *E. J.* her Executors, Administrators and Assigns, from the Day of the Date of these Presents unto the full End and Term of one whole Year from thence next ensuing and fully to be compleat and ended; **Pledging and Paying** therefore unto the said *T. D. S. S.* and *S. D.* their Heirs or Assigns, the Rent of one Pepper-Corn upon the Feast-Day of *St. Michael* the Arch-Angel now

The Reddendum.

To the Intent, that the Bargainee may be in Possession, and thereby enabled to take a Grant, &c. of the Premises.

next coming (if lawfully demanded) and no more; **To the Intent**, that by Virtue of these Presents, and of the Statute for transferring Uses into Possession, the said *E. J.* may be in the actual Possession of the said hereby bargained Premises with their Appurtenances, and be thereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to her the said *E. J.* her Heirs and Assigns, by Indenture of Release intended to be made between the said *T. D. S. S.* and *S. D.* on the one Part, and the said *E. J.* on the other Part, and to bear Date the Day next after the Day of the Date of these Presents. **In Witness, &c.**

The Release in Fee.

(2)

The Consideration.**Covenant of Release, &c.**

THIS Indenture made, &c. Between *T. D.* of, &c. Gent. *S. S.* of, &c. Merchant, and *S. D.* of, &c. eldest Son of the said *T. D.* on the one Part, and *E. J.* of, &c. Widow, on the other Part, **Witnesseth**, That for and in Consideration of the Sum of, &c. of lawful Money of *Great Britain* to them the said *T. D. S. S.* and *S. D.* or one of them, by the said *E. J.* in Hand at or before the Sealing and Delivery of these Presents well and truly paid, the Receipt whereof they do hereby acknowledge, and thereof, and of and from every Part and Parcel thereof, do acquit, release and discharge the said *E. J.* her Heirs, Executors and Administrators, and every of them by these Presents, they the said *T. D. S. S.* and *S. D.* **have**, and each and every of them hath granted, bargained, sold, remised, released and confirmed, and by these Presents do, and each and every of them

Bargain and Sale.

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them doth fully and absolutely grant, bargain, sell, remise, release and confirm unto the *E. J.* (in her actual Possession now being by Virtue of a Bargain and Sale thereof to her made, by Indenture bearing Date the Day next before the Day of the Date of these Presents, by or from the said *T. D. S. S.* and *S. D.* for the Term of one whole Year, commencing from the Day next before the Day of the Date of the same Indenture, under the Rent of a Pepper-Corn (if demanded) and by Force and Virtue of the Statute for transferring Uses into Possession) and to her Heirs and Assigns for ever, All those Tofts, Pieces or Parcels of Ground, whereon lately stood three Messuages or Tenements, situate and being on the *South Side of Wapping-Street* in the Parish of, *&c.* containing, *&c.* and also those two Messuages or Tenements now erecting and building, or erected and built on the said Tofts, Pieces or Parcels of Ground, or some Part thereof, by and at the proper Costs and Charges of, *&c.* in pursuance of the Lease lately granted to them by the said *T. D. S. S.* and *S. D.* together with all and singular Ways, Passages, Lights, Easements, Sheds, Rooms, Cellars, Solars, Shops, Chambers, Outhouses, Buildings, Profits, Commodities, Advantages and Appurtenances whatsoever, to the said hereby bargained and released Tofts, Pieces or Parcels of Ground, Messuages or Tenements, or other the Premises belonging, or in any wise appertaining, or therewith used, occupied or enjoyed, or accepted, reputed or taken as Part, Parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the Premises, and of every Part and Parcel thereof; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of them the said *T. D. S. S.* and *S. D.* and every or any of them, of, in, to or out of the same Premises, or any Part or Parcel thereof, in any wise howsoever, Together with all such Deeds, Evidences and Writings, as concern the Premises only, or only any Part thereof, and Copies of all such as concern the same jointly with any other things, to be made and written, at the proper Costs and Charges of the said *E. J.* her Heirs or Assigns, which said Tofts, Pieces or Parcels of Ground, and other the said hereby bargained and released Premises were (*inter alia*) lately purchased by the said *T. D. S. S.* and *S. D.* of *C. S.* of, *&c.* Gent. Son and Heir of *C. S.* lately of *London*, Esq; deceased, and were conveyed to them and their Heirs, in equal third Parts, by the said *C. S.* by Bargain and Sale Quadripartite, inrolled in the High Court of Chancery, bearing Date, *&c.* and by Lease and Release Quadripartite, bearing Date, *&c.* and by Fine from the said *C. S.* and *M.* his Wife, duly levied in his Majesty's Court of *Common Pleas* in *Trinity* Term in the, *&c.* To have and to hold the said Tofts, Pieces or Parcels of Ground, and the said Messuages or Tenements thereon erecting and building, or erected and built, and all and singular other the Premises herein before mentioned or intended to be hereby released, and every Part

Recital of the Bargain and Sale.

The Premises.

Also all Deeds, &c.

The Habendum in Fee.

Covenant that the Bargainors are lawful Owners of all the Premises.

And shall so continue till an Estate in Fee-simple be vested in the Bargainee.

Covenant for quiet Enjoyment.

And that the Premises are free from Incumbrances.

Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *E. J.* her Heirs and Assigns for ever, to the only proper Use and Behoof of the said *E. J.* her Heirs and Assigns for ever. And the said *T. D. S. S.* and *S. D.* do by these Presents for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not jointly, or the one for the other, or for the Act or Deed of the other, covenant, promise and agree to and with the said *E. J.* her Heirs and Assigns, in Manner and Form following; (that is to say) That they the said *T. D. S. S.* and *S. D.* or some or one of them, for and notwithstanding any Act, Matter or Thing by them, or any of them respectively made, done, committed, or wittingly or willingly suffered to the contrary, at the time of the Ensealing and Delivery of these Presents, is or are the true and lawful Owner or Proprietor, Owners or Proprietors of the said Tofts, Pieces or Parcels of Ground, Messuages or Tenements, and all other the Premises herein before mentioned or intended to be hereby released, and every Part and Parcel thereof, with the Appurtenances, and is or are lawfully, rightfully and absolutely seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, Reservation, Limitation of Use or Uses, or Restraint, Matter or Thing whatsoever, to determine, alter, charge or defeat the same; And shall continue so seised thereof, and of every Part thereof, until a good, perfect and absolute Estate in Fee-simple shall be thereof vested in the said *E. J.* and her Heirs, according to the true Intent and Meaning of these Presents; And also that the said *E. J.* her Heirs and Assigns, and every of them, shall or lawfully may, from time to time, and at all times hereafter peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the Premises herein before mentioned or intended to be hereby released, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, without any lawful Let, Suit, Trouble, Denial, Eviction, Ejection or Interruption whatsoever, of or by them the said *T. D. S. S.* and *S. D.* their Heirs or Assigns, or any of them respectively, or of or by any other Person or Persons whatsoever, lawfully claiming, or to claim by, from or under them, or any of them respectively in any wise howsoever; And that free and clear, and freely and clearly acquitted, exonerated and discharged, of, from and against all and all Manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Jointures, Dowers, Intails, Rents, Arrearages of Rents, Issues, Fines, Post-Fines, Annuities, Debts, Duties, Judgments, Executions, Extents, Recognisances, Statutes Merchant and of the Staple, Seizures, Sequestrations, and all other Estates, Rights, Titles, Troubles, Charges and Incumbrances whatsoever, by them the said *T. D. S. S.* and *S. D.* or any of them respectively had, made, committed,

Bargain and Sale.

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mitted, done, or wittingly or willingly suffered in any wise howsoever, Except one Lease by Indenture, bearing Date, &c. made by the said T. D. S. S. and S. D. to the above-named J. B. and E. S. of all and singular the said hereby bargained and released Premises, for the Term of, &c. commencing from the Feast-Day of the Annunciation of the Blessed Virgin Mary, now last past, at the Rent of one Pepper-Corn for the first Year of the said Term, and the yearly Rent of, &c. for all the Residue of the said Term, payable quarterly. And further, That they the said T. D. S. S. and S. D. their Heirs and Assigns respectively, and all and every other Person lawfully claiming, or to claim any Estate, Right, Title or Interest, of, in, to or out of the said hereby released Premises, or any Part or Parcel thereof, by, from under, or in Trust for them, or any of them respectively, shall and will from Time to Time, and at all Times hereafter within the Space of Seven Years, upon the Request, and at the Costs and Charges of the said E. J. her Heirs or Assigns, make, do, acknowledge, levy, execute and suffer, or cause or procure to be made and done, acknowledged, levied executed and suffered, all such further and other reasonable Acts, Matters and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect Assuring and Conveying of the same Premises, and every Part or Parcel thereof, unto the said E. J. her Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, as by the said E. J. her Heirs or Assigns shall be reasonably devised, advised or required, so as such further Assurances or Conveyances contain no further or other Warranty or Covenants than only against the Parties making the same, and their respective Heirs, and so as the Party or Parties making the same be not compelled or compellable to travel further than the Cities of London and Westminster for the doing thereof. And lastly, That they the said J. D. S. S. and S. D. their Heirs or Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter, upon reasonable Notice and Request to them made and given by the said E. J. her Heirs or Assigns, and at her and their Costs and Charges, produce and shew forth, or cause to be produced and shewed forth in any Court or Courts of Law or Equity, or elsewhere, all and every, or any the Deeds, Evidences and Writings particularly mentioned or expressed in the Schedule indented to these Presents annexed, (provided they be not destroyed by Fire or other inevitable Accident) when and as often as there shall be Occasion to make use of them or any of them, for the Maintenance and Justification of the Title of the said E. J. her Heirs or Assigns, in or to the Premises herein before-mentioned or intended to be hereby released, or any Part or Parcel thereof. In Witness, &c.

Except one Lease of all the Premises.

Covenant to make farther Assurance, at any Time within the Space of seven Years.

Covenant to produce the Writings relating to the Premises, at any Time when requested.

Bargain and Sale.

A Bargain and Sale for a Year.

(3)

The Consideration.

The Habendum.

The Reddendum.

To the Intent the Lessee may be in Possession, and enabled to take a Grant, &c.

THIS Indenture, made, &c. Between *J. M.* Citizen and Bricklayer of *London*, on the one Part, and *J. A.* of, &c. *Sen.* Shipwright on the other Part; Witnesseth that the said *J. M.* for and in Consideration of the Sum of five Pounds of lawful, &c. to him in Hand paid by the said *J. A.* the Receipt whereof he doth hereby acknowledge, and for divers other good Causes and valuable Considerations him hereunto moving, hath bargained and sold, and by these Presents doth bargain and sell unto the said *J. A.* his Executors, Administrators and Assigns, all that, &c. To have and to hold the said Piece or Parcel of Wood-Ground, and all and singular other the Premises herein before mentioned or intended to be hereby bargained and sold with their and every of their Rights, Members and Appurtenances unto the said *J. A.* his Executors, Administrators and Assigns from the Day next before the Day of the Date of the Presents, unto the full End and Term of one whole Year, from thence next ensuing and fully to be compleat and ended; Yielding and paying therefore unto the said *J. M.* his Heirs or Assigns, the Rent of one Pepper-Corn upon the Feast-Day of *St. Michael* the Archangel now next coming (if lawfully demanded) and no more, To the Intent and Purpose, that by Virtue of these Presents, and of these Statutes for transferring Uses in Possession, the said *J. A.* may be in the actual Possession of the said Piece or Parcel of Wood-Ground, and other the Premises, with their Appurtenances, and be thereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to him, his Heirs and Assigns for ever, by Indenture intended to be made between the said *J. M.* and *L.* his Wife, on the one Part, and the said *J. A.* on the other Part; and to bear Date the Day next after the Day of the Date of these Presents. In Witness, &c.

The Release in Fee.

(4)

The Consideration.

THIS Indenture, made &c. Between *J. M.* Citizen and Bricklayer of *London*, and *L.* his Wife of the one Part, and *S. A. Senior* of, &c. Shipwright on the other Part, Witnesseth, That for and in Consideration of the Sum of, &c. of lawful, &c. to the said *J. M.* in Hand well and truly paid by the said *S. A.* at and before the Ensealing and Delivery of these Presents, the

the Receipt whereof the said *J. M.* doth hereby acknowledge, and thereof and of and from every Part and Parcel thereof, doth acquit, release and discharge the said *J. A.* his Heirs and Assigns by these Presents, He the said *J. M.* hath granted, bargained, sold, released and confirmed, and by these Presents doth grant, bargain, sell, release and confirm unto the said *J. A.* (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made by the said *J. M.* by Indenture bearing Date of the Day next before the Day of the Date of these Presents for the Term of one Year, commencing from the Day next before the Day of the Date of the said Indenture, and by force of the Statute for transferring Uses into Possession) and to his Heirs and Assigns for ever, All that Piece or Parcel of Wood-Ground commonly called, &c. heretofore grubbed up and converted into Pasture, containing by Estimation, &c. be the same more or less, situate, lying and being, &c. and all Woods, Under-Woods, Passages, Easements, Profits, Commons and Common of Pasture, Waters, Water-Courses, Hedges, Ditches, Mounds, Fences, Commodities, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Piece or Parcel of Ground and Premises belonging or in any wise appertaining, or therewith or with any Part or Parcel thereof usually letten, occupied or enjoyed, or accepted, reputed, taken or known to be Part, Parcel or Member thereof, or of any Part thereof, and the Reversion or Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the same Premises, and of every Part and Parcel thereof, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Profit, Claim and Demand whatsoever of him the said *J. M.* of, in or to the same, or any Part or Parcel thereof, together with all Deeds, Evidences, Writings, Escripts and Miniments whatsoever, touching or concerning the same Premises, or any Part or Parcel thereof, which he the said *J. M.* now hath in his Hands, Power or Custody, or which he can or may come by without Suit in Law; **To have and to hold** the said Piece or Parcel of Wood-Ground, and all and singular other the Premises herein before mentioned or intended to be hereby granted or released, with their and every of their Rights, Members and Appurtenances, unto the said *J. A.* his Heirs and Assigns, to the only Use and behoof of the said *J. A.* his Heirs and Assigns for ever. And the said *J. M.* his Heirs, Executors and Administrators, the said hereby granted and released Premises, and every Part and Parcel thereof, with their Appurtenances, unto the said *J. A.* his Heirs and Assigns, against the said *J. M.* and his Heirs and Assigns, and all other Persons whatsoever, shall and will warrant, and for ever defend by these Presents. And the said *J. M.* for himself, his Heirs, Executors and Administrators, and for the said *L.* his Wife, doth covenant, promise and agree, to and with the said

Covenant of Release.

The Premises.

The Habendum in Fee.

Covenant of Warranty.

Covenant to levy a Fine of all the Premises, to the Use of the Conusee, his Heirs and Assigns for ever.

Bargain and Sale.

J. A. his Heirs and Assigns, and to and with every of them by these Presents, That he the said **J. M.** and the said **L.** his Wife, shall and will, at the proper Costs and Charges in the Law of the said **J. A.** his Heirs or Assigns, before the End of *Easter* Term next, acknowledge and levy, before his Majesty's Justices of the Court of *Common Pleas* at *Westminster*, unto the said **J. A.** and his Heirs, one or more Fine or Fines *Sur Conzance de droit come reo*, &c. with Proclamations thereupon to be had and prosecuted, according to the Form of the Statute in that Case made and provided, and the usual Course of such Fines, of the said Piece or Parcel of Wood-Ground, and all and singular other the Premises herein before mentioned or intended to be hereby granted and released, with their Appurtenances, by such apt and proper Name and Names, Descriptions, Qualities or Quantities, and other Certainties, as shall be thought requisite or needful in that Behalf; which said Fine or Fines so as aforesaid, or in any other Manner to be had and levied, and all other Fine or Fines had or levy'd, or to be had or levy'd by or between the said Parties to these Presents, or any of them, of or concerning the Premises, shall be and enure, and shall be construed, adjudged, deemed and taken, and is and are hereby declared to be and enure, to the only proper Use and Behoof of the said **J. A.** his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever; And the said **J. M.** for himself, his Heirs, Executors and Administrators, and every of them, doth fully covenant, promise and agree, to and with the said **J. A.** his Heirs and Assigns, and to and with every of them by these Presents in Manner and Form following, (that is to say) That he the said **J. M.** at the Time of the Enfealing and Delivery of these Presents, is and standeth lawfully and rightfully seised of and in the said Piece or Parcel of Wood-Ground, and all other the Premises herein before mentioned, or intended to be hereby granted and released, with their and every of their Appurtenances, of a good, sure, perfect and indefeasible Estate of Inheritance in Fee-simple to him and his Heirs for ever, without any Condition, Trust, Power of Revocation or Limitation of Use or Uses, or other Restraint, Matter or Thing whatsoever, to alter, change, charge, defeat, incumber or make void the same; And that he the said **J. M.** now hath in himself good Right, full Power, and lawful and absolute Authority to grant, bargain, sell, release and confirm the said Piece or Parcel of Wood-Ground, and all other the Premises abovementioned or intended to be hereby granted and released with their and every of their Appurtenances unto the said **J. A.** his Heirs and Assigns for ever, in Manner and Form aforesaid; And also that the said **J. A.** his Heirs and Assigns shall, or lawfully may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Piece or Parcel of Wood-Ground, and all and singu-

Covenant that the
Conusor is seised,
&c. of an Estate in
Fee-simple;

And has full Pow-
er, &c. to sell the
same.

Covenant for qui-
et Enjoyment.

Bargain and Sale.

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singular other the Premises herein before mentioned or intended to be hereby granted and released, with their and every of their Appurtenances, and receive and take the Rents, Issues and Profits thereof, and of every Part thereof, to his and their own proper Use and Behoof, without any lawful Let, Suit, Trouble, Denial, Eviction, Ejection or Interruption of or by the said *J. M.* his Heirs or Assigns, or any other Person or Persons whatsoever; And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, defended, kept harmless and indemnified by the said *J. M.* his Heirs, Executors and Administrators, of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers, and Titles of Dower, Uses, Wills, Intents, Mortgages, Statutes-Merchant and of the Staple, Recognisances, Extents, Executions, Fines, Amerciaments, Reliefs, Quit-Rents, Rent-Charges, Rents-Seck, Annuities, yearly Payments, and all Arrearages thereof, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered, by the said *J. M.* or any other Person or Persons whatsoever. And further, That he the said *J. M.* and his Heirs, and all and every other Person and Persons, having and lawfully claiming, or which can or may have, or lawfully claim any Estate, Right, Title, Interest, Benefit or Demand, of, in, to or out of the said Piece or Parcel of Wood-Ground, and other the Premises herein before mentioned or intended to be hereby granted or released, or any Part or Parcel thereof, by, from or under him, or otherwise howsoever, shall and will from Time to Time, and at all Times hereafter, at the reasonable Request, Costs and Charges in the Law of the said *J. A.* his Heirs or Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Deed and Deeds, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect Assuring, and Suremaking of the said Piece or Parcel of Ground, and other the said hereby released Premises, with their and every of their Appurtenances unto the said *J. A.* his Heirs and Assigns for ever, as to the said *J. A.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required, so as such further Assurance or Assurances contain no farther Warranty than against the Person or Persons making the same; and so as the Person or Persons required to make the same be not compelled or compellable to travel further than the Cities of *London* or *Westminster*, for the doing thereof. In Witness, &c.

And that the Premises are free from all former Incumbrances.

Covenant to make farther Assurance, &c.

A Bargain and Sale for a Year.

(5)

The Consideration.

Covenant of Bargain and Sale.

The Habendum.

Reddendum the Rent of a Pepper-Corn.

To the Intent the Grantees may be in actual Possession, &c.

THIS Indenture, made, &c. Between *J. P.* of, &c. Woollen-Draper, on the one Part, and *H. F.* Citizen and Vintner of *London*, and *J. J.* of *London*, Hoſier, on the other Part, Witneſſeth, That the ſaid *J. P.* in Conſideration of Five Shillings of lawful Money of *Great Britain*, to him in Hand paid by the ſaid *H. F.* and *J. J.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof he doth hereby acknowledge, hath bargained and ſold, and by the Preſents doth bargain and ſell, All that, &c. (*prout* in Release *uſq;* Habendum) To have and to hold the ſaid Meſſuages, Lands, Tenements and Hereditaments, and all and ſingular other the Premiffes herein before mentioned or intended to be hereby bargained and ſold, with their and every of their Appurtenances unto the ſaid *H. F.* and *J. J.* their Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of theſe Preſents, for and during and unto the full End and Term of one whole Year, from thence next enſuing, and fully to be compleat and ended; Yielding and Paying therefore unto the ſaid *J. P.* his Heirs or Aſſigns, the Rent of one Pepper-Corn only, on the laſt Day of the Term, if the ſame ſhall be demanded, To the Intent and Purpoſe, that by Virtue of theſe Preſents, and of the Statute for transferring Uſes into Poſſeſſion, the ſaid *H. F.* and *J. J.* may be in the actual Poſſeſſion of the ſaid hereby bargained Premiffes, with their Appurtenances, and may thereby be enabled to accept and take a Grant and Release of the Reverſion thereof to them and their Heirs, by Indenture intended to be made between the ſaid *J. P.* on the one Part, and the ſaid *H. F.* and *J. J.* on the other Part, and to bear Date the Day next after the Day of the Date of theſe Preſents. In Witneſs, &c.

A Bargain and Sale for a Meſſuage, Tithes, &c.

(6)

The Considerations.

THIS Indenture, made, &c. Between *C. P.* of the City of *London*, Linen-Draper, on the one Part, and *A. B.* *C. D.* and *E. F.* three of the Creditors of the ſaid *C. P.* on the other Part, Witneſſeth, That he the ſaid *C. P.* in Conſideration of

of Five Shillings of lawful Money of *Great Britain*, by the said *A. B. C. D.* and *E. F.* to him in Hand paid at or before the Sealing and Delivery of these Presents, the Receipt whereof he doth hereby acknowledge, and for divers other good Causes and Considerations him thereunto moving, hath bargained and sold, and by these Presents doth bargain and sell unto the said *A. B. C. D.* and *E. F.* all that, &c. and also all those the Tithes of Corn, Grain, Hay, Wood, Lamb, Milk, Calves, Piggs, Geese, Ducks, Hemp, Flax, Rushes, Flags, were they predial, personal, mixed, minute, or of any other Kind, Nature or Quality whatsoever, and all Rates, Payments and Compositions for Tithes, yearly and from Time to Time coming, growing, arising or renewing out of the Messuages, Cottages, Gardens, Orchards, Lands, Clofes, Meadows, Yards, Waters, Tenements and Hereditaments, with the Appurtenances, situate, lying and being in the Town, Fields, Liberties, Precincts, or Territories of, &c. or any Part thereof, or out of or in Respect of any of the Cattle, Pullen, Stock, and other Goods and Chattels whatsoever feeding, going, depasturing or renewing upon or about the said Messuages, Cottages, Gardens, Orchards, Lands, Clofes, Meadows, Tenements, Waters and Hereditaments, with the Appurtenances, or any Part thereof, together with all Hedges, Ditches, Trees, Fences, Mounds, Hades, Stades, Baulks, Furrows, Ways, Waters, Easements, Commons, Profits, Commodities, Hereditaments and Appurtenances whatsoever, to the said Clofes, inclosed Grounds, Lands, Meadows, Pastures, Tithes and Premisses, belonging, incident, or in any wise appertaining, or therewith used, occupied or enjoyed as Part or Member of the same, or any Part thereof, and all the Estate, Right, Title, Interest, Use, Possession, equitable Disposition, Trust, Claim and Demand whatsoever, of him the said *C. P.* of, in, or to the Premisses, or any Part thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part and Parcel thereof; **To have and to hold** the said Lands, Tenements and Hereditaments, and all and singular other the Premisses, with their Appurtenances, in the said County of, &c. unto the said *A. B. C. D.* and *E. F.* their Executors, Administrators and Assigns, from the Day next before the Day of the Date hereof, for and during the Term of one whole Year from thence next ensuing and fully to be compleat and ended; **And to have and to hold** the said Lands and Premisses in, &c. with their Appurtenances, from the Day next before the Day of the Date of these Presents for and during the Term of one whole Year from thence next ensuing and fully to be compleat and ended, if the said *C. P.* and one *W. F. jun.* shall so long live; **Yielding and paying** therefore to the said *C. P.* his Heirs and Assigns, the Rent of one Pepper-Corn only, on the last Day of the said Term, (if the same shall

Covenant of Bargain and Sale. The Premisses, being all Manner of Tithes, &c.

Habendum of Part of the Premisses for a Year.

And of the other Part in case a Person so long live.

Paying a Pepper-Corn Rent.

To the Intent the Bargainees may be in Possession, and enabled to take a Grant of the Premises.

shall be lawfully demanded) to the Intent that by Virtue of these Presents, and of the Statutes for transferring Uses into Possession, the said *A. B. C. D.* and *E. F.* may be in the actual Possession of the said hereby bargained Premises, with their Appurtenances, and be enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to them the said *A. B. C. D.* and *E. F.* their Heirs and Assigns, by Indenture intended to be made between the said *C. P.* on the one Part, and the said *A. B. C. D.* and *E. F.* on the other Part, and to bear Date the Day next after the Day of the Date of these Presents. In Witness, &c.

A Bargain and Sale for a Year of one Fourth of several Messuages, the Whole in four equal Parts to be divided.

(7) **T**HIS Indenture made, &c. Between *W. M.* of, &c. Gent. on the one Part, and *C. C.* of, &c. Esq; of the other Part, Witnesseth, That in Consideration of the Sum of five Shillings of lawful, &c. to the said *W. M.* in Hand at or before the Ensealing and Delivery of these Presents by the said *C. C.* well and truly paid, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him hereunto moving, he the said *W. M.* hath bargained and sold, and by these Presents doth bargain and sell unto the said *C. C.* one full and equal fourth Part (the Whole into four equal Parts being divided) of and in all that Messuage or Tenement, with the Appurtenances, commonly called or known by the Name or Sign of, &c. now or late in the Tenure or Occupation of, &c. and also of and in all that Messuage or Tenement, with the Appurtenances, commonly called or known by the Name or Sign of, &c. now or late in the Tenure or Occupation of, &c. and also of and in all those two old ruinous or decayed Messuages or Tenements, with their Appurtenances adjoining together, one of which was formerly called, &c. and was heretofore in the Tenure or Occupation of, &c. and the other was heretofore in the Tenure of, &c. all which said Messuages or Tenements and Premises are situate, &c. and also one full and equal fourth Part of all and singular other the Messuages or Tenements, Tofts, Soil and Ground of or belonging to him the said *W. M.* or whereof or wherein he hath any Estate of Inheritance or Freehold in Possession, Reversion or Remainder, with their and every of their Appur-

The Consideration.

Covenant of Bargain and Sale.

Premises.

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Appurtenances, situate, lying or being, &c. and all Ways, Passages, Lights, Easements, Profits, Advantages and Appurtenances whatsoever, to the said fourth Part of the said several Messuages or Tenements above-mentioned, or to any other Part of the Premises herein before-mentioned or intended to be hereby bargain'd and sold, belonging or in any ways appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the same Premises, every or any Part or Parcel thereof; **To have and to hold** the said fourth Part of the said several Messuages or Tenements herein above particularly expressed, and all and singular other the Premises herein mentioned or intended to be hereby bargained and sold, with their and every of their Rights, Members and Appurtenances, unto the said C. C. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents for and during and unto the full End and Term of one Year from thence next ensuing and fully to be compleat and ended; **Yielding and paying** therefore unto the said W. M. his Heirs or Assigns, the Rent of one Pepper-Corn only upon the last Day of the said Term (if lawfully demanded) **On the Intent** that by Virtue of these Presents, and of the Statute for transferring Uses into Possession, the said C. C. may be in the actual Possession of all and singular the Premises herein before-mentioned or intended to be hereby bargained and sold with the Appurtenances, and be thereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to him and his Heirs for ever, by Indenture intended to be made between the said W. M. and L. his Wife of the one Part, and the said C. C. on the other Part, and to bear Date the Day next after the Day of the Date of these Presents. In Wit-
ness, &c.

Habendum for the Term of one Year.

Reddendum of the Rent of one Pepper-Corn only.

To the Intent the Lessee may be in Possession and enabled to take a Release in Fee of the Premises.

The Release in Fee.

THIS Indenture made, &c. Between W. M. of, &c. Gent. and L. his Wife on the one Part, and C. C. of, &c. Esq; on the other Part, **Witnesseth**, That the said W. M. for and in Consideration of the Sum of, &c. of lawful, &c. to him in hand at or before the Sealing and Delivery of these Presents by the said C. C. well and truly paid, the Receipt whereof he doth hereby acknowledge, and thereof and from every Part thereof doth acquit, release and discharge the said C. C. his Executors, Administrators and Assigns, by these Presents, **hath** granted, bargained, sold, aliened, released and confirmed, and

(8)

The Consideration.

Covenant of Release in Fee.

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by

by these Presents doth grant, bargain, sell, alien, release and confirm unto the said *C. C.* (in his actual Possession now being by Force and Virtue of one Indenture of Bargain and Sale, bearing Date the Day next before the Day of the Date of these Presents, to him made by the said *W. M.* in Consideration of Five Shillings by him paid to the said *W. M.* for the Term of one Year, commencing from the Day next before the Day of the Date of the same Indenture, and of the Statute for transferring Uses into Possession) and to his Heirs, **All that, &c.** and also all the Part, Property, Share, Estate, Right, Title, Interest, Use, Trust, Benefit and Equity of Redemption, Claim and Demand whatsoever of him the said *W. M.* of, in, to or out of the same Premises, every or any Part or Parcel thereof in any wise how-
And to deliver foever, together with all Deeds, Evidences and Writings touch-
all Writings, &c. ing or concerning the same Premises, or any Part thereof alone, which he the said *W. M.* now hath in his Custody or Power, or can or may come by without Suit in Law, and true Copies of all other such as concern the Premises jointly with any other Lands or Tenements, to be made at the Charge of the said *C. C.* his Heirs or Assigns; **To have and to hold** the said fourth Part of the said Messuages or Tenements, and all and singular other the Premises herein before mentioned or intended to be hereby released or confirmed, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *C. C.* his Heirs and Assigns for ever, **To** the only proper Use and Behoof of the said *C. C.* his Heirs and Assigns for ever; **And** the said *W. M.* for himself, his Heirs, Executors and Administrators, and for the said *L.* his Wife, doth covenant, promise and agree, to and with the said *C. C.* his Heirs and Assigns by these Presents, That he the said *W. M.* and the said *L.* his Wife, shall and will, at the proper Costs and Charges of the said *C. C.* his Heirs and Assigns, before the End of *Trinity* Term next, acknowledge and levy, before his Majesty's Justices of the Court of Common Pleas at *Westminster*, unto the said *C. C.* and his Heirs, one or more Fine or Fines **Sur Cognizance de Droit come ceo, &c.** with Proclamations thereupon to be had and made, according to the Form of the Statute in that Case made and provided, of the said fourth Part of the said several Messuages, Tenements, and all and singular other the Premises herein before mentioned or intended to be hereby released or confirmed, with their Appurtenances, by such apt and proper Names, Descriptions, Qualities, Quantities or other Certainties, as shall be thought requisite or needful in that behalf; which said Fine or Fines so as aforefaid, or in any other Manner to be had and levied, shall be and enure, and shall be construed, adjudged, deemed and taken, and is and are hereby declared, by and between all the said Parties to these Presents, to be and enure to the only proper Use and Behoof of the said *C. C.* his Heirs and Assigns for ever,

And to deliver
all Writings, &c.

Habendum to the
Relessee in Fee.

Covenant to le-
vy a Fine of the
Premises,

To the Use of
the Conusee, his
Heirs and Assigns
for ever.

Bargain and Sale.

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ever, and to or for no other Use, Intent or Purpose whatsoever :
And the said *W. M.* for himself, his Heirs, Executors and Administrators, doth further covenant, promise and agree, to and with the said *C. C.* his Heirs and Assigns, by these Presents in Manner and Form following, (that is to say) That he the said *W. M.* now is and stands lawfully and rightfully seized of the said fourth Part of the said several Messuages or Tenements, and all and singular other the Premises herein before mentioned or intended to be hereby released, and every Part or Parcel thereof, with the Appurtenances, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, Limitation or other Matter or Thing, to alter, change, charge or defeat the same, and that he now hath in himself good Right and lawful Authority to bargain, sell, release and confirm the same, and every Part or Parcel thereof, with their Appurtenances, unto the said *C. C.* his Heirs and Assigns, in Manner and Form aforesaid; And also, That the said fourth Part of the said Messuages or Tenements, and all and singular other the Premises, with their Appurtenances, now are and be, and so from henceforth from Time to Time, and at all Times hereafter shall be, remain and continue unto the said *C. C.* his Heirs and Assigns free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by him the said *W. M.* his Heirs, Executors or Administrators, well and sufficiently saved, kept harmless and indemnified of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers, Mortgages, Recognizances, Statutes, Judgments, Extents, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or wittingly or willingly suffered, or to be had, made, committed, done, or wittingly or willingly suffered by him the said *W. M.* or any Person or Persons lawfully claiming or to claim by, from or under him, or by or with his Act, Means, Consent, Neglect, Default, Privity or Procurement: And lastly, That he the said *W. M.* his Heirs, Executors and Administrators, and the said *L.* his Wife, and all and every other Person and Persons lawfully claiming or to claim any Estate, Right, Title or Interest of, in, to or out of the said hereby bargained or released Premises, or any Part thereof, by, from or under him, shall and will at all Times hereafter, upon the Request, and at the proper Costs and Charges in the Law of the said *C. C.* his Heirs or Assigns, make, do and execute all and every such further and other Acts, Matters and Things, for the further and better conveying and assuring of the said hereby released Premises, with the Appurtenances, unto the said *C. C.* his Heirs or Assigns for ever, as by him or them, or his or their Counsel Learned in the Law shall be reasonably devised, advised or required, so as such further Assurances contain no further Warranties than against the Persons making

Covenant that the Bargainor is lawfully seized, &c.

And hath full Power to sell, &c.

Covenant that the Premises are free from all Incumbrances.

Covenant to make farther Assurance, &c.

making the same, and so as the Persons to make the same be not compelled or compellable to go or travel further than the Cities of London or Westminster for the doing thereof. In Wit-
ness, &c.

A Bargain and Sale of a Messuage for the Term of a Year.

(9) **THE** Indenture made, &c. Between **H. C.** of London, Wine-Cooper, on the one Part, and **R. C.** Citizen and Draper of London, on the other Part, **Witnesseth**, That the said **H. C.** as well for and in Consideration of the Sum of five Shillings of lawful *Englische* Money to him in Hand paid, at or before the Sealing and Delivery hereof, by the said **R. C.** the Receipt whereof he doth hereby acknowledge, as for divers other good Causes and Considerations him thereunto moving, hath bargained and sold, and by these Presents doth bargain and sell unto the said **R. C.** All that Messuage or Tenement, with the Appurtenances, &c. heretofore called or known by the Name or Sign of, &c. and now called, &c. as the same is now divided into several Tenements, and now or late in the several Tenures or Occupations of, &c. or one of them, their or one of their Under-Tenants or Assigns, and all Cellars, Solars, Shops, Court-Yards, Back-Sides, Ways, Easements, Profits, Advantages and Hereditaments whatsoever thereunto belonging, or in any wise appertaining, or therewith used, occupied or enjoyed, as Part, Parcel or Member thereof, or of any Part thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part and Parcel thereof; **To have and to hold** the said Messuage, House or Tenement, and all and singular other the Premises herein before-mentioned or intended to be hereby bargained and sold, with their and every of their Appurtenances, unto the said **R. C.** his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during and unto the full End and Term of one whole Year from thence next ensuing, and fully to be compleat and ended; **yielding and paying** therefore unto the said **H. C.** his Heirs and Assigns, on the last Day of the said Term, the Rent of one Pepper-Corn only, if the same be lawfully demanded; **To the Intent** and Purpose, that by Virtue hereof, and of the Statute for transferring Uses into Possession, the said **R. C.** may be enabled to accept and take a Grant or Release of all and singular the Premises, and the Reversion and Inheritance

Covenant of Bargain and Sale.
The Consideration.

The Premises.

Reddendum for a Year.

Reddendum the Rent of a Pepper-corn.

To the Intent that the Bargainee may be enabled to take a Release of the Premises.

Inheritance thereof, by Indenture intended to bear Date the Day next after the Day of the Date of these Presents, to such Uses as shall be therein particularly mentioned or expressed. In Witness, &c.

The Indenture of Grant and Release by Way of Mortgage, with a Covenant to levy a Fine, and other special Covenants.

THIS Indenture made, &c. Between *H. C.* of *London*, Wine-cooper, and *M.* his Wife, of the one Part, and *R. C.* Citizen and Draper of *London*, of the other Part, Witnesseth, That the said *H. C.* and *M.* his Wife, for and in Consideration of the Sum of, &c. of lawful, &c. to the said *H. C.* in Hand at or before the Sealing hereof by the said *R. C.* well and truly paid, the Receipt whereof he the said *H. C.* doth hereby acknowledge, and thereof and of and from every Part and Parcel hereof, doth acquit, exonerate and discharge the said *R. C.* his Heirs, Executors and Administrators, and every of them by these Presents, and for divers other good Causes and Considerations, them the said *H. C.* and *M.* his Wife hereunto moving, have granted bargained, sold, aliened, released and confirmed, and by these Presents do grant, bargain, sell, alien, release and confirm unto the said *R. C.* (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made by the said *H. C.* by Indenture, bearing Date the Day next before the Day of the Date of these Presents, for the Term of one whole Year, commencing from the Day next before the Day of the Date of the said Indenture of Bargain and Sale, and by Virtue of the Statute for transferring Uses into Possession) and to his Heirs, All that Messuage, House or Tenement, with the Appurtenances, (prout in Lease *pro Anno usq;* To have, &c.) and all Rent and Rents, and yearly and other Profits reserved, due and payable upon any Demise, Lease or Grant, Demises, Leases or Grants heretofore made of the Premises, or of any Part or Parcel thereof; And all the Estate, Right, Title, Interest, Trust, Claim and Demand whatsoever, either in Law or Equity, of them the said *H. C.* and *M.* his Wife, of, in, and to the Premises, and every or any Part or Parcel of the same, together with all Deeds, Evidences, Escripts and Writings whatsoever, touching or concerning the Premises, or any Part or Parcel thereof; All which said hereby granted and released Premises were formerly Part of the Estate of Dame *E. H.* of the City of *Westminster*, Widow, who

(10)

Covenant of Grant and Release.

The Consideration.

Recital of the Bargain and Sale.

Bargain and Sale.

*Habendum to the
Use of the Releasee
in Fee.*

*Proviso, to be
void on Payment
of a Sum of Money.*

*Covenant for
Payment of the
Money.*

*Covenant to pay
all Taxes till Pay-
ment.*

by her Last Will and Testament devised the same, (amongst o-
ther Things) to R. H. Esq; Sir R. B. Knt. Sir J. H. Bart. and
J. T. Esq; her four Grand-children, of whom the same were af-
terwards purchased by S. C. of Gray's Inn in the County of
Middlesex, Gent. and were conveyed to him by Bargain and Sale
inrolled in the High Court of Chancery, bearing Date, &c. and
the said S. C. by his last Will and Testament bequeathed the
same to the said H. C. his Nephew, and to his Heirs and Assigns
for ever, subject nevertheless to the Payment of his Debts and Le-
gacies, in such Manner as by the said Will is ordered and direct-
ed; ~~To have and to hold~~ the said Messuage, House or Tene-
ment, and all and singular other the Premises hereby granted
and released, or meant, mentioned or intended to be hereby
granted or released, with their and every of their Rights, Mem-
bers and Appurtenances unto the said R. C. his Heirs and Assigns
for ever, to the only proper Use and Behoof of the said R. C.
his Heirs and Assigns for ever. ~~Provided~~ always, That if the
said H. C. his Heirs, Executors, Administrators or Assigns, shall
and do well and truly pay or cause to be paid unto the said R. C.
his Executors, Administrators or Assigns, the full Sum of, &c.
of lawful *English* Money, upon, &c. next ensuing the Date here-
of, at or in the Dwelling-house of the said R. C. situate, &c.
without any Deduction, Defalcation or Abatement to be made for
or in Respect of any Taxes, Charges, Assessments, Contributions,
Rates, or other Matter or Thing whatsoever, ordinary or extra-
ordinary, which now are or hereafter shall or may be laid, as-
sessed, taxed or imposed by Authority of Parliament, or by any
other Authority or Power in any wise howsoever, ~~That~~ then
and from thenceforth this present Indenture, and all the Estate and
Interest hereby granted and conveyed, shall cease, determine, and
be absolutely void, and frustrate to all Intents and Purposes. And
the said H. C. for himself, his Heirs, Executors and Admini-
strators, doth covenant and promise to and with the said R. C.
his Executors, Administrators and Assigns, by these Presents, in
Manner and Form following; (that is to say) that he the said
H. C. his Heirs, Executors, Administrators or Assigns, or some
of them, shall and will well and truly pay or cause to be paid un-
to the said R. C. his Executors, Administrators or Assigns, the said
Sum of, &c. and every Part and Parcel thereof, at the Day and
Place herein before limited and appointed for Payment thereof,
without any Deduction, Defalcation or Abatement as aforesaid;
And also shall and will in the mean Time, and until the said
Sum of, &c. be fully paid and satisfied, bear, pay and discharge
all such Rates, Taxes, Charges and Assessments, which shall or
may be taxed, laid, rated or assessed by Authority of Parliament,
or otherwise howsoever, upon the said Sum of, &c. or any In-
terest hereafter to grow due for the same, or any Part thereof,
or upon the said R. C. his Executors, Administrators or Assigns,
for

for or in Respect thereof, or any Part thereof, or otherwise shall and will well and sufficiently save, defend, keep harmless and indemnified the said R. C. his Heirs, Executors, Administrators and Assigns, of, from and against the same, and all Penalties, Forfeitures and Damages, that shall or may arise, happen or be incurred for or by Reason of the Non-payment thereof; **And** that the said H. C. at the Time of the Sealing and Delivery of these Presents, is the sole, true and lawful Owner and Proprietor of the said Messuage, House or Tenement and Premises hereby granted and released, or meant, mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, and solely, lawfully and rightfully seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Condition, Proviso or Limitation of Use or Uses, or other Restraint, Matter or Thing whatsoever, to determine, alter, change or defeat the same; **And** that he the said H. C. and the said M. his Wife, or one of them, now have or hath good Right or Title to grant and release all and singular the Premises herein before mentioned or intended to be hereby granted or released, with their and every of their Rights, Members and Appurtenances, unto the said R. C. his Heirs and Assigns, in Manner and Form aforesaid; **And further**, That if Default shall happen to be made of or in Payment of the said Money herein before covenanted to be paid, or of any Part thereof, that then and from thenceforth it shall and may be lawful to and for the said R. C. his Heirs and Assigns, into and upon all and singular the Premises, with their and every of their Rights, Members and Appurtenances, to enter, and the same from thenceforth peaceably and quietly to have, hold and enjoy, and the Rents, Issues and Profits thereof to receive and take, without any Let, Trouble, Hindrance, Eviction, Expulsion or Interruption, of or by the said H. C. his Heirs or Assigns, or any other Person or Persons whatsoever; **And** that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said H. C. his Heirs, Executors, Administrators and Assigns, or some of them, from Time to Time well and sufficiently saved, kept harmless and indemnified of and from all and all Manner of former and other Bargains and Sales, Gifts, Grants, Jointures, Dowers, Intails, Leases, Mortgages, Estates, Titles, Troubles, Debts, Legacies, Charges and Incumbrances whatsoever; **And likewise**, That he the said H. C. and the said M. his Wife, shall and will at the Costs and Charges of the said H. C. before the End of *Michaelmas* Term next, acknowledge and levy in due Form of Law in his Majesty's Court of *Common Pleas* at *Westminster*, one Fine *Sur Conuzance de Droit come ceo*, &c. to be ingrossed, recorded and sued forth with Proclamations, according to the Laws and Statutes of *England* in such Case made and provided, and according to the usual Course of Fines, in such Case used and accustomed, unto the said

R. C.

Covenant that the Grantor is lawfully possessed of the Premises;

And hath full Power to grant, &c.

Covenant for the Grantee to enter upon Failure of Payment.

Covenant that the Premises are free from Incumbrances.

Covenant to levy a Fine of all the Premises, to the Use of the Grantee.

Bargain and Sale.

Covenant in Default of Payment to make such farther Assurance as Counsel shall advise.

Covenant declaring the Uses of the Fine.

Covenant that the Grantor shall enjoy, &c. till Default of Payment.

R. C. and his Heirs, of all that the said Messuage, House or Tenement, and all and singular other the Premises herein before mentioned or intended to be hereby granted and released, with their and every of their Rights, Members and Appurtenances, by such Name and Names, and such other Descriptions as shall be thought requisite or needful in that Behalf; **And** that the said **R. C.** his Heirs and Assigns, and all and every other Person or Persons having or lawfully claiming any Estate, Right, Title or Interest, of, in, to or out of the said hereby granted and released Premises, or any Part or Parcel thereof, shall and will at any Time after Breach or Default shall happen to be made of or in Payment of the Money herein before covenanted to be paid, or any Part thereof, upon the reasonable Request of the said **R. C.** his Heirs or Assigns, at the proper Costs and Charges in the Law of him the said **R. C.** his Heirs, Executors or Administrators, make, do, acknowledge, levy, suffer and execute all and every such further, and other Act and Acts, Thing and Things, Devises and Assurances in the Law whatsoever, for the better and more sure and absolute conveying and assuring of all and singular the same Premises, with their and every of their Rights, Members and Appurtenances unto the said **R. C.** his Heirs and Assigns, according to the true Intent and Meaning of these Presents, as by the said **R. C.** his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, advised or required: **And** it is hereby covenanted, declared and agreed by and between all the said Parties to these Presents, that the said Fine so as aforesaid, or in any other Manner to be acknowledged or levied, and all and every other Fine or Fines, Recoveries, Conveyances and Assurances, of or concerning the Premises, or any Part thereof, had, made or suffered, or to be had, made or suffered, by and between the said Parties to these Presents, or any of them, and the Force and Execution of the same, shall be and enure, and shall be adjudged, construed, deemed and taken to be and enure, to the only proper Use and Behoof of the said **R. C.** his Heirs and Assigns for ever, subject nevertheless to the Proviso or Condition of Redemption herein above-mentioned and expressed: **And** the said **R. C.** for himself, his Heirs and Assigns, doth covenant and promise to and with the said **H. C.** his Heirs and Assigns, by these Presents, that until Default shall happen to be made, of or in Payment of the said Sum of, &c. herein before covenanted to be paid, or some Part thereof, the said **R. C.** his Heirs and Assigns, shall and will permit and suffer the said **H. C.** his Heirs or Assigns, peaceably and quietly to hold and enjoy the said Messuage or Tenement, and all and singular other the Premises hereby granted or released, or meant, mentioned or intended to be hereby granted or released, with their and every of their Rights, Members and Appurtenances, and to receive, take and enjoy to his and their own Use, the Rents, Issues and Profits thereof,

thereof, without any lawful Let, Suit, Hindrance or Interruption, of or by him the said R. C. his Heirs or Assigns, and without any Account to be made or given to the said R. C. his Heirs or Assigns, for or concerning the same. In Witness, &c.

A Bargain and Sale of the fourth Part of a Farm, Lands, &c. for five Hundred Years, by way of Mortgage.

THIS Indenture made, &c. Between J. G. of London, Merchant, of the one Part, and S. S. of London, Grocer, on the other Part, Witnesseth, That the said J. G. as well for and in Consideration of the Sum of, &c. to him at or before the Sealing and Delivery hereof by the said S. S. well and truly paid, the Receipt whereof the said J. G. doth hereby acknowledge, and thereof and of every Part thereof, doth acquit, release and discharge the said S. S. his Heirs, Executors and Administrators for ever, by these Presents, as for divers other Considerations him thereunto moving, hath granted, bargained, sold, demised, and to Farm letten, and by these Presents doth grant, bargain, sell, demise, and to Farm let, unto the said S. S. one full fourth Part, (the Whole in four equal Parts to be divided) of a Farm commonly called or known by the Name of, &c. lying and being, &c. now or late in the Tenure or Occupation of, &c. and also one full fourth Part (the Whole into four Parts to be divided) of all the Lands, Tenements and Hereditaments, late the Estate of, &c. Gent. deceased, situate, lying and being, &c. which said Lands, Tenements and Hereditaments now are, or late were, in the Tenure or Occupation of, &c. and also one full fourth Part of all the Messuages, Houses, Outhouses, Edifices, Buildings, Yards, Gardens, Orchards, Woods, Lands, Meadows, Pastures, Ways, Waters, Profits, Commodities, Advantages and Appurtenances whatsoever, to the said Farm, Lands, Tenements and Hereditaments, or any of them belonging or in any wise appertaining, or accepted, reputed or taken as Part, Parcel or Member thereof, or any Part thereof, and also one full fourth Part, (the Whole into four equal Parts to be divided) of all other the Freehold Lands, Tenements and Hereditaments, late of, &c. or of the said J. G. situate, lying and being, &c. or in any other Parish or Places in the Realm of Great Britain, (which said fourth Part of all and singular the said Lands, Tenements, Hereditaments and Premises by Indentures of Lease and Release, the Lease bearing Date, &c. and the Release, &c. now last past, was

(II)

The Consideration.

Covenant of Bargain and Sale.

The Premises.

Recital of a Lease and Release of all the Premises made to the Wife of the Grantor,

Bargain and Sale.

And of two Fines
levied of the same.

(11)

Habendum to the
Grantee for five
Hundred Years.

Reddendum the
Rent of a Pepper-
Corn only.

Covenant of Re-
demption upon
Payment of the
Mortgage Money.

was conveyed by *E. H.* of, *Esq.* Gent. in pursuance of the last Will and Testament of, *Esq.* bearing Date, *Esq.* and of a Decree in the High Court of *Chancery* made, *Esq.* and for other Considerations therein mentioned, unto *L. G.* the Wife of the said *J. G.* and one of the four Daughters of, *Esq.* deceased, and to her Heirs and Assigns for ever, who in *Hilary* Term last, together with the said *J. G.* levied two several Fines of the said fourth Part of all and singular the Premises, unto *B. L.* of, *Esq.* Gent. which said Fines by two several Indentures bearing Date, *Esq.* are declared to be to the Use of the said *J. G.* his Heirs and Assigns for ever, and for no other Use, Intent or Purpose whatsoever) and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *J. G.* of, in or unto the said fourth Part of all and singular the Premises herein before mentioned or intended to be hereby granted, bargained, sold or demised, and every or any Part or Parcel thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said fourth Part of all and singular the Premises, together with all Deeds, Evidences and Writings touching or concerning the same, or any Part thereof; To have and to hold the said fourth Part of the said Messuage, Lands, Tenements and Hereditaments, and all and singular other the Premises herein before mentioned or intended to be hereby granted or demised, with their and every of their Rights, Members and Appurtenances, unto the said *S. S.* his Executors, Administrators and Assigns, from henceforth for and during and unto the full End and Term of five Hundred Years, from thence next ensuing and fully to be compleat and ended, without Impeachment of or for any manner of Waste; ~~Providing~~ **Providing** and ~~Paying~~ **Paying** therefore yearly and every Year, for and during the said Term of five Hundred Years, unto the said *J. G.* his Executors, Administrators and Assigns, or some of them, at or upon the Feast-Day of the Nativity of *St. John* the Baptist, the Rent of a Pepper-Corn only, if the same shall be lawfully demanded; ~~Provided~~ **Provided** always, and it is hereby conditioned, granted, covenanted, and agreed, by and between the said Parties to these Presents, That if the said *J. G.* his Heirs, Executors, Administrators or Assigns, or any of them, shall and do well and truly pay, or cause to be paid unto the said *S. S.* his Executors, Administrators or Assigns, at or in the now Dwelling-house of the said *S. S.* situate, *Esq.* the full Sum of, *Esq.* of lawful, *Esq.* in Manner and Form following (that is to say) the Sum of, *Esq.* Part thereof on, *Esq.* next ensuing the Date of these Presents, and the further Sum of, *Esq.* Residue thereof, on, *Esq.* without any manner of Deduction, Defalcation or Abatement, for or in respect of any Taxes, Rates, Payments, Assessments or Duties whatsoever, ordinary or extraordinary, by Act of Parliament or otherwise howsoever, that then and from and immediately after such Payment made, this present Indenture,

Bargain and Sale

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ture, and the Term and Estate hereby made and granted, and all and singular the Covenants, Grants, Articles and Agreements herein contained, shall cease, determine and become void, frustrate, and of none Effect, to all Intents and Purposes. And the said J. G. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant, to and with the said S. S. his Executors, Administrators and Assigns, and every of them, by these Presents, That he the said J. G. his Executors, Administrators and Assigns, or some of them, shall and will, without any Deduction, Defalcation or Abatement, as aforesaid, pay or cause to be paid unto the said S. S. his Executors, Administrators and Assigns, the said full Sum of, &c. of lawful, &c. at such Days and Times, and in such Manner, as are before mentioned and expressed in the said Proviso or Condition for Payment thereof. And the said J. G. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth further covenant, promise and grant, to and with the said S. S. his Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (that is to say) That he the said J. G. at the Time of the Sealing and Delivery of these Presents, is the sole true and lawful Owner and Proprietor of the said fourth Part of all the said Messuages, Lands, Tenements and Hereditaments, and Premises hereby granted or demised, or mentioned or intended to be hereby granted or demised, and of every Part and Parcel thereof, with the Appurtenances, and is solely, lawfully and rightfully, and absolutely seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any manner of Condition, Contingency, Proviso or Limitation of Use or Uses, or other Restraint, Matter or Thing, to determine, alter or change the same, and hath good Right, and lawful and absolute Power and Authority in himself, to grant, bargain, sell and demise the said fourth Part of all and singular the said Messuages, Lands, Tenements and Hereditaments, and all and singular other the Premises hereby granted or demised, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said S. S. his Executors, Administrators and Assigns, for and during all the said Term of five Hundred Years, and in Manner and Form aforesaid. And further, That if Default shall happen to be made of or in Payment of the said Monies herein before covenanted or agreed to be paid to the said S. S. his Executors, Administrators or Assigns, or of any Part thereof, at any of the times herein before limited for Payment thereof, it shall and may be lawful to and for the said S. S. his Heirs, Executors, Administrators and Assigns, into all and singular the Premises herein before mentioned or intended to be hereby granted or demised, and every Part and Parcel thereof, to enter, and the same

Covenant for Payment of the Money.

Covenant that the Mortgagor is lawfully possessed of the Premises, of an Estate in Fee-simple,

And hath full Power to bargain and sell the same.

Covenant that if Default be made in Payment of the said Sum, the Mortgagee may enter and enjoy the Premises.

Covenant to deliver all Writings, &c. relating to the Title of the Premises, in case of Default of Payment.

And that the Premises are free from all Incumbrances,

Covenant to deliver all Writings, &c. relating to the Title of the Premises, in case of Default of Payment.

And of a certain yearly Value, &c.

Covenant to deliver all Writings, &c. relating to the Title of the Premises, in case of Default of Payment.

same from thenceforth for and during all the rest and residue of the said Term aforesaid, which shall be then to come and unexpired, peaceably and quietly to hold and enjoy, and all the Rents, Revenues, Issues and Profits thereof, and of every Part and Parcel thereof, to have, receive and take, to his and their own proper Use and Behoof, without any manner of Denial, Let, Suit, Hindrance, Interruption, Eviction or Ejection, of or by the said J. G. his Heirs, Executors, Administrators or Assigns, or any other Person or Persons whomsoever; And that free and clear, and freely and clearly acquitted and discharged, or otherwise by the said J. G. his Heirs, Executors and Administrators, or some of them, from time to time, well and sufficiently saved, kept harmless and indemnified of and from all and all manner of former and other Grants, Bargains, Sales, Leases, Assignments, Estates, Mortgages, Jointures, Dowers, Intails, Titles, Rents, Arrearages of Rents, Judgments, Statutes, Recognizances, Troubles, Charges and Incumbrances whatsoever; And likewise, that if any Default shall happen to be made of or in Payment of the said Monies herein before covenanted to be paid, or any Part thereof, that then and from thenceforth the said fourth Part of the said Messuages, Lands, Tenements and Hereditaments, and other the Premises hereby granted or demised, or mentioned or intended to be hereby granted or demised, shall be and remain unto the said S. S. his Executors, Administrators and Assigns, of the full and clear yearly Value of, &c. over and above all Charges and Reprizes issuing and going out of the same: And that in case any such Default of Payment shall be made, as aforesaid, the said E. H. of, &c. Gent. (in whose Hands all the Antient Deeds, Evidences and other Writings relating to and making out the Title of the said, &c. deceased, to all and singular the Lands, Tenements and Hereditaments before mentioned, are left and deposited in Trust, and for the joint and equal Use, Benefit and Behoof of all Parties concerned and interested, or who may be concerned and interested in the said Lands, Tenements and Hereditaments, late the Estate of the said, &c. deceased, or any Part thereof, and the Executors and Administrators of the said E. H. and all other Person or Persons, to whose Hands the said Deeds, Evidences and Writings, or any Part of them, shall hereafter come) shall and will from time to time, and at all times after any such Default, upon the reasonable Request of the said S. S. his Executors, Administrators or Assigns, shew forth and deliver, or cause to be shewed forth and delivered unto the said S. S. his Executors, Administrators or Assigns, or to his or their Counsel or Attornies, to be pleaded or given in Evidence as Occasion shall require, for the necessary Maintenance and Defence of the Estate, Title and Interest of him the said S. S. his Executors, Administrators and Assigns, of, in and to the said hereby granted or assigned Premises, every or any

any Part thereof, and for the recovering or receiving the Rents, Issues and Profits thereof, or any Part thereof, the same from Time to Time, and after the necessary Use shall be made thereof, to be re-delivered upon like reasonable Request, safe, whole and uncanceled, unto the said *E. H.* his Executors or Administrators, or such other Person or Persons by whom the same shall be so delivered out as aforesaid: **And moreover,** That if any such Default shall happen to be made of or in Payment of the said Money herein before covenanted and agreed to be paid, or any Part thereof, that then and at any Time after, he the said *J. G.* his Heirs and Assigns, and all and every other Person and Persons, any Estate having or lawfully claiming, of, in, to or out of the said fourth Part of the said Messuages, Lands, Tenements and Hereditaments, and all and singular other the Premises herein before-mentioned or intended to be hereby granted or demised, or any Part or Parcel thereof, shall and will, at the reasonable Request, and at the proper Costs and Charges in the Law of the said *S. S.* his Executors, Administrators and Assigns, make and do all such further Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect Assuring and Conveying of all and singular the Premises, with the Appurtenances, unto the said *S. S.* his Executors, Administrators or Assigns, for or during the Remainder of the said Term, which shall be then to come and unexpired, as by the said *S. S.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, advised or required: **And** the said *S. S.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said *J. G.* his Heirs and Assigns, by these Presents, **That** until Default shall happen to be made by the said *J. G.* his Executors, Administrators or Assigns, of or in Payment of the said several Sums of Money herein before covenanted to be paid, or some Part thereof, he the said *S. S.* his Executors, Administrators and Assigns, shall and will permit and suffer the said *J. G.* his Heirs and Assigns, to receive and take all the Rents and Profits of the Premises, without any Account to be made or given to him the said *S. S.* his Executors, Administrators or Assigns, for or concerning the same. **In Witness, &c.**

Covenant to make
farther Assurance
in case of Default
of Payment, &c.

Covenant that the
Mortgagor shall
enjoy till Default
of Payment.

A Release and Confirmation of a Bargain and Sale for a Year, in Trust to sell the Premises for Payment of Debts, &c. with very Special Covenants.

(12)

The Considerations.

Covenant of Release and Confirmation.

The Premises.

THIS Indenture made, &c. Between C. P. of the City of London, Linen-Draper, of the one Part, and A. B. C. D. and E. F. three of the Creditors of the said C. P. of the other Part, Witnesseth, That the said C. P. for and in Consideration of several Debts and Sums of Money due and owing by him and C. H. his late Copartner, to the said A. B. and C. D. and E. F. and several other their Creditors, who are Parties to a certain Tripartite Indenture, bearing even Date with these Presents, made between the said C. H. and C. P. on the first Part, the said A. B. C. D. and E. F. on the second Part, and W. A. and Company, and several other Persons, Creditors of the said C. H. and C. P. on the third Part, and in Consideration of Five Shillings of lawful Money of Great Britain, by them the said A. B. C. D. and E. F. to him in Hand paid, at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him thereunto moving, hath bargained, granted, sold, aliened, released and confirmed, and by these Presents doth absolutely grant, bargain, sell, alien, release and confirm, unto the said A. B. C. D. and E. F. (in their actual Possession now being, by Virtue of a Bargain and Sale to them thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, in Consideration of Five Shillings by them paid to the said C. P. and by Force of the Statute for transferring Uses into Possession) and to their Heirs and Assigns, All that (Put in the Lease *pro Anno usq;*) and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the Premises, and of every Part and Parcel thereof, and all the Estate, Right, Title, Interest, Use, Trust, Equity of Redemption, Property, Profit, Claim and Demand whatsoever of him the said C. P. of, in, to or out of the Premises in any wise howsoever, and also all Deeds, Evidences and Writings whatsoever, touching or concerning the Premises, or any Part thereof, now in the Custody or Power of him the said C. P. or of any other Person or Persons to his Use, or which he can or may come by without Suit in Law; all which said Lands and Premises in, &c. and the said Tithes and Premises, with the Appurtenances in, &c. were given and devised to the said C. P. and his Heirs for ever, and

and the said Lands and Premises in the said County of, &c. were given and devised unto the said C. P. for and during his own Life and the Life of W. F. Jun. and the Survivor of them, in and by the Last Will and Testament of his Father C. P. late of, &c. deceased; **To have and to hold** the said Closes or inclosed Grounds, within the Lordship, Precincts and Territories of, &c. with the Appurtenances, and every Part thereof, and all and singular the said Tithes, and all other the Premises, situate and being in, &c. afore said, with their and every of their Appurtenances, lying in the said County of, &c. unto the said A. B. C. D. and E. F. their Heirs and Assigns, to the only proper Use and Behoof of the said A. B. C. D. and E. F. their Heirs and Assigns for ever; **And to have and to hold** the said Lands, Tenements, Hereditaments and Premises, situate, lying and being in the said County of, &c. with their Appurtenances, unto the said A. B. C. D. and E. F. their Heirs and Assigns, for and during the natural Lives of the said C. P. and W. F. and the Life of the longer Liver of them, to the only proper Use and Behoof of the said A. B. C. D. and E. F. for and during the natural Life of the said C. P. and W. F. and the Life of the longer Liver of them, under the yearly Rent of, &c. and, &c. payable to the Bishop of *Lincoln*, of whom the said Lands and Premises in the said county of, &c. are holden, **In Trust** nevertheless, and to the Intent and Purpose, that the said A. B. C. D. and E. F. and the Survivors or Survivor of them, and the Heirs of such Survivor, shall with all convenient Speed, sell and dispose of the said Messuages, Lands, Tenements, Tithes and Hereditaments, with their Appurtenances herein before mentioned, or intended to be hereby released, either together or in Parcels, for the best Rates or Prices that can or may reasonably be had or obtained for the same; **And** that out of the Money arising by such Sale, and by the Rents and Profits till Sale, the said Trustees shall, in the first Place, pay off and satisfy all such Sum and Sums of Money, as are due and owing to any Person or Persons by Way of Mortgage on the said released Premises, or any Part thereof, together with all such Costs, Charges and Expences as shall arise or happen by Reason or on Account of the said Mortgages, or touching the Sale or Disposition of the said released Premises, and that the clear Remainder of the said Money shall be paid, applied and disposed of in such Manner, and to and for such Uses, Intents and Purposes as are mentioned, expressed and appointed, in or by the above-mentioned Tripartite Indenture, bearing even Date with these Presents. **Provided always**, and it is hereby agreed and declared to be the Intent and Meaning of these Presents, and of the Parties hereunto, **That** no Person or Persons, who shall purchase the said hereby released Premises, or any Part thereof, and shall pay the Purchase Money, or any Part thereof, to the said Trustees

Habendum of Part of the Premises in Fee-simple.

Habendum of other Part for Life.

In Trust that the Releasees shall sell the Premises.

And pay off the Mortgages.

And dispose of the Remainder as directed in another Deed.

Proviso to indemnify the Purchasers.

Covenant that the
Releffor hath full
Power to release.

And that the Pre-
misses are free
from Incumbran-
ces.

Except two In-
dentures of Mort-
gage.

Covenant for qui-
et Enjoyment.

tees or any of them, or the Survivors or Survivor of them, or the Heirs of such Survivor, shall be in any wise answerable or accountable to the Creditors, Parties to the said Tripartite Indenture, or any of them, for what should be so paid, altho' it should happen that the Money so paid, or any Part thereof, should not be applied and disposed of by the said Trustees or any of them, according to the true Intent and Meaning of the said Tripartite Indenture; but every such Purchaser, and the Premises by him, her or them purchased, shall be for ever freed and discharged from all Claims and Demands of the said Creditors or any of them, touching such Purchase Money so paid to the said Trustees or any of them, as aforesaid. And the said *C. P.* doth hereby for himself, his Heirs, Executors and Administrators, and for every of them, covenant, promise, grant and agree, to and with the said *A. B. C. D.* and *E. F.* their Heirs and Assigns, and each and every of them, in Manner following, (that is to say) That he the said *C. P.* for and notwithstanding an Act, Matter or Thing by him the said *C. P.* or by any other Person or Persons, by or with his Privy, Knowledge, Consent or Procurement, made, done, committed, or wittingly or willingly suffered to the contrary, (except as herein after is excepted) now hath in himself good Right, full Power, and lawful and absolute Authority, to release, assure and convey, all and singular the said hereby released Premises, with their Appurtenances, and every Part thereof, unto the said *A. B. C. D.* and *E. F.* their Heirs and Assigns, in Manner and Form aforesaid; And that the said hereby released Premises, and every Part thereof, now are, and so from Time to Time, and at all Times hereafter shall remain, continue and be unto the said *A. B. C. D.* and *E. F.* their Heirs and Assigns as aforesaid, free and clear, and freely and clearly exonerated, discharged and saved harmless, of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Uses, Leases, Mortgages, Dowers, Thirds, Wills, Entails, Extents, Judgments, Executions, Statutes, Recognizances, and of and from all and all Manner of Estates, Titles, Troubles, Charges, Incumbrances, Claims and Demands whatsoever, had, made, levied, executed, committed, done or suffered by him the said *C. P.* or any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under him, or by or with his Privy, Knowledge, Consent or Procurement; Except certain Indentures of Lease and Release by Way of Mortgage, bearing Date on or about, &c. made by the said *C. P.* to *T. C.* of London, Widow, and the Indorsement on the Back of the said Release; And also except certain other Indentures of Lease and Release by Way of Mortgage, bearing Date, &c. made by the said *C. P.* to the above-named *W. A.* by the name of *W. A.* Citizen and Fishmonger of London: And further, That the said *A. B. C. D.* and *E. F.* their Heirs and Assigns shall or may from Time

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Time to Time, and at all Times hereafter for ever, lawfully, peaceably and quietly, have, hold, use, occupy, possess and enjoy, all and singular the said hereby released Premises, with their and every of their Appurtenances, without any lawful Let, Suit, Trouble, Denial, Interruption, Eviction or Disturbance, of or by him the said *C. P.* his Heirs or Assigns, or any other Person or Persons whatsoever, claiming or to claim any Estate, Right, Title or Interest, in or to the Premises, or any Part thereof, by, from or under him, them, or any of them; **And also,** That the two Leases from the Right Reverend Father in God *Thomas*, late Lord Bishop of, *Ec.* whereby the said hereby released Premises, lying in the said County of, *Ec.* are held, are good, valid and sufficient Leases in the Law, and now in Being, of and for all the said Premises, with their Appurtenances, lying in the said County of *Huntingdon*, for and during the natural Lives of the said *C. P.* and *W. F.* and the Life of the longest Liver of them, and no Ways surrendered, merged, or otherwise determined, forfeited or avoided; **And lastly,** That he the said *C. P.* his Heirs and Assigns, and all and every other Person and Persons whatsoever, lawfully having or claiming, or which may claim any Estate, Right, Title or Interest, of, in or to the said hereby released Premises, or any Part thereof, by, from or under him, shall and will, from Time to Time, and at all Times hereafter, at the reasonable Request, and at the proper Costs and Charges in the Law of them the said *A. B. C. D.* and *E. F.* his Heirs and Assigns, **Do,** make, acknowledge, execute and suffer, or cause to be done, made, acknowledged, executed and suffered, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect Assuring and Confirming of all and singular the before released Premises, with their Appurtenances, and every Part and Parcel thereof, unto the said *A. B. C. D.* and *E. F.* their Heirs and Assigns, in Manner and Form aforesaid, as by the said *A. B. C. D.* and *E. F.* their Heirs or Assigns, or their or any of their Counsel learned in the Law, shall be reasonably devised, advised or required, so as such further Assurances contain no further or other Covenants than in these Presents are contained, and so as the Parties to make the same, are not compelled or compellable to travel further than the Cities of *London* or *Westminster* for the doing thereof. **In Witness, &c.**

Covenant that the Leases for Life are valid in the Law.

Covenant to make further Assurance.

*A Bargain and Sale for a Tear, of the
Moiety of a Messuage, &c. made by a
Mother to her Son.*

(13) **T**HIS Indenture made, &c. Between L. V. of London,
Widow, on the one Part, and J. V. her Son, of London,
Merchant, on the other Part, Witnesseth, that the said L. V.
for and in Consideration of five Shillings of lawful *British* Mo-
ney to her in Hand paid by the said J. V. at or before the Seal-
ing and Delivery of these Presents, the Receipt whereof is here-
by acknowledged, hath bargained and sold, and by these Pre-
sents doth bargain and sell, unto the said J. V. all that her Moiety, or
full half Part, (the whole into two equal Parts being divided) of
and in all that Mansion-house, &c. (*prout* in the Release *usq;*) and
the Reversion and Reversions, Remainder and Remainders, Rents,
Issues and Profits of all and singular the said Premises, and of
every Part and Parcel thereof, with their and every of their
Rights, Members and Appurtenances; **To have and to hold** the
said Moiety or full half Part of the said Capital Messuage, Barns,
Lands, Tenements and Hereditaments, and all and singular other
the Premises herein before mentioned, or intended to be hereby
bargained and sold, with their and every of their Rights, Mem-
bers and Appurtenances unto the said J. V. Party to these Pre-
sents, his Executor, Administrators and Assigns, from the Feast-
Day of *St. Michael* the Archangel last past before the Date of
these Presents, for and during and unto the full End and Term
of one whole Year, from thence next ensuing, and fully to be
complete and ended; **yielding and paying** therefore unto the
said L. V. her Heirs or Assigns, the Rent of one Pepper-Corn
only, on the last Day of the said Term (if the same shall be de-
manded,) **To the Intent and Purpose**, that by Virtue of these
Presents, and of the Statute for transferring Uses into Possession,
the said J. V. may be in the Actual Possession of the said hereby
bargained Premises, and may be thereby enabled to take and re-
ceive a Grant and Release of the Reversion and Inheritance there-
of to him and his Heirs from the said L. V. by another Inden-
ture intended to be made, and to bear Date the Day next after
the Day of the Date of these Presents. In Witness, &c.

The Consideration.

Covenant of Bargain and Sale.

Habendum for a Year.

Paying the Rent of a Pepper Corn.

To the Intent the Bargaince may be enabled to take a Grant of the Reversion, &c.

The Release in Fee.

(14)

THIS Indenture made, &c. Between *L. V.* of *London*,
Widow, on the one Part, and *J. V.* her Son, of *London*,
Merchant, on the other Part, Witnesseth, That the said *L. V.*
for and in Consideration of the Natural Love and Affection which
she hath and beareth towards the said *J. V.* her Son, and also
in Consideration of five Shillings of lawful *British* Money by
the said *J. V.* to her in Hand paid, at or before the Sealing and
Delivery of these Presents, the Receipt whereof is hereby ac-
knowledge, and for divers other good Causes and Considera-
tions her hereunto moving, hath bargained, sold, remised, re-
leased and confirmed, and by these Presents doth fully and abso-
lutely bargain, sell, remise, release and confirm unto the said
J. V. (in his actual Possession now being, by Virtue of a Bar-
gain and Sale to him thereof made by the said *L. V.* by Inden-
ture bearing Date the Day next before the Day of the Date of
these Presents, for one Year, commencing from the Feast-Day of,
&c. last past before the Date of the said Indenture, in Considera-
tion of five Shillings paid to the said *L. V.* by the said *J. V.* and
by Force of the Statute for transferring Uses into Possession) and
to his Heirs, All that her Moiety or full half Part (the whole
into two equal Parts being divided) of and in all that Mansion-
house, or Capital Messuage or Tenement, called or known by
the Name of, &c. situate, &c. and of and in all and singular the
Barns, Stables, Outhouses and Buildings, Closets, Yards, Gardens
and Orchards, with the Appurtenances to the said Mansion-house,
Messuage or Tenement belonging or appertaining; And also of
and in all those, &c. together with all Houses, Outhouses, Build-
ings, Yards, Gardens, Hedges, Ditches, Gates, Fences, Ways,
Passages, Lights, Easements, Waters, Water-courses, Commons,
and Common of Pasture, Rights, Privileges, Emoluments, Ad-
vantages and Appurtenances whatsoever, to the said Moiety or
half Part of the said Mansion-House or Tenement, Barns, Pieces
or Parcels of Land, and other the Premises, every or either of
them, belonging or in any wise appertaining; all which said Pre-
mises are situate, lying and being, &c. and were late the Estate
of, &c. deceased, by whom the said Moiety, or half Part thereof
was by his Will, bearing Date, &c. amongst other things de-
vised to the said *L. V.* and her Heirs, And the Reversion and
Reversions, Remainder and Remainders, Rents, Issues and Pro-
fits of all and singular the said Premises, and every Part and
Parcel thereof, with their and every of their Rights, Members
and Appurtenances, and all the Estate, Right, Title, Interest,
Use,

Consideration of
natural Affection,
&c.

Covenant of Re-
lease and Confir-
mation.

The Premises.

Habendum in Fee-simple.

Covenant that the Premises are free from all former Incumbrances.

Covenant to make farther Assurance as Counsel shall advise.

The Premises

Use, Trust, Possession, Property, Profit, Claim and Demand whatsoever, both in Law and Equity, of her the said *L. V.* of, in, to or out of the said Premises, every or any Part or Parcel thereof, in any wise howsoever, together with all Deeds, Evidences and Writings touching or concerning the Premises, which she the said *L. V.* hath in her Custody or Power, or can or may come by without Suit in Law; **To have and to hold** the said Moiety or full half Part of the said Capital Messuage, Lands, Tenements and Hereditaments, and all and singular other the Premises herein before mentioned, or intended to be hereby released, with their and every of their Rights, Members and Appurtenances, unto the said *J. V.* Party to these Presents, his Heirs and Assigns, **To** the only proper Use and Behoof of him the said *J. V.* his Heirs and Assigns for ever; **And** the said *L. V.* for herself, her Heirs and Assigns, doth covenant, promise and agree, to and with the said *J. V.* his Heirs and Assigns, by these Presents, that she the said *L. V.* hath not made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by reason or means whereof the said hereby released Premises, or any Part thereof, is, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever; **And** that she the said *L. V.* and her Heirs, and all Persons lawfully claiming, or to claim by, from or under her, upon the Request, and at the Charge of the said *J. V.* his Heirs or Assigns, shall and will make, do, acknowledge, levy, suffer and execute all such further and other Acts, Matters, Things, Devises, Conveyances and Assurances in the Law whatsoever, for the further and better Conveying and Assuring of the said hereby released Premises unto the said *J. V.* his Heirs and Assigns for ever, as by him or them, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required, so as the same contain no further or other Covenants or Warranties than against the Acts of the Persons making the same; **And** so as for the making thereof, the Persons, who shall be required to make the same, be not compelled or compellable to go or travel further than the Cities of *London* or *Westminster*. **In Witness, &c.**

*A Bargain and Sale for a Year of Part of
the Quit-Rents of a Manor, and other
Premises.*

THIS Indenture made, &c. Between J. C. of London, (15)
Linen-Draper, of the one Part, and S. M. of, &c. Doctor
in Physick, of the other Part, Witnesseth, That the said J. C. The Considera-
for and in Consideration of the Sum of five Shillings of lawful tion.
British Money to him in Hand paid by the said S. M. the Re-
ceipt whereof he doth hereby acknowledge, and therefore doth
acquit, release and discharge the said S. M. his Heirs and As-
signs, by these Presents, and for divers other good Causes and
Considerations him hereunto moving, hath bargained and sold, Covenant of Bar-
gain and Sale.
and by these Presents doth bargain and sell unto the said S. M. The Premises
all and every the Part, Share, Purparty, Right, Title, Interest, being Quit-Rents
Claim and Demand whatsoever, of him the said J. C. of, in, to belonging to a Ma-
nor.
or out of all and singular the Quit-Rents belonging to the Manor
of, &c. and the Profits of the said Manor, being together of the
yearly Value of, &c. or thereabouts, And of, in, to or out of all And a Mansion-
that Capital Messuage or Mansion-house, with their Appurte-
nances, lying, &c. late in the Tenure or Occupation of J. O. Esq; house.
deceased, And of, in, to or out of all those three Messuages or Te- And three other
nements lying, &c. with their Appurtenances, one whereof now is, Messuages.
or late was in the Occupation of E. C. or his Assigns, and the
other two now are or late were in the Occupation of, &c. and of,
in, to or out of all and singular Ways, Passages, Waters, Water-
courses, Lights, Easements, Privileges, Advantages, Hereditaments
and Appurtenances whatsoever, to the said Messuages, Lands,
Tenements, Hereditaments and Premises, or any of them belong-
ing or in any wise appertaining, and the Reversion and Rever-
sions, Remainder and Remainders, Rents, Issues and Profits there-
of, and of every Part and Parcel thereof; To have and to hold Habendum for a
the said Part, Share or Purparty, Right, Interest, Claim and Year.
Demand of him the said J. C. of, in, to or out of the said Mes-
suages, Lands, Tenements and Hereditaments, their and every
of their Rights, Members and Appurtenances, and all and singu-
lar other the Premises herein before-mentioned or intended to
be hereby bargained and sold, unto the said S. M. his Executors,
Administrators and Assigns, from the Day next before the Day
of the Date of these Presents, for and during and unto the full
End and Term of one whole Year from thence next ensuing and
fully to be compleat and ended; Yielding and paying therefore At the Rent of
unto the said J. C. his Heirs or Assigns, the Rent of one Pepper- a Pepper-Corn.
Corn

To the Intent the Bargainee may be in Possession, and enabled to take a Release of the Inheritance of the Premises.

Corn only, on the Feast-Day of, &c. (if lawfully demanded) and no more, To the Intent and Purpose, that by Virtue of these Presents, and of the Statute for transferring Uses into Possession, the said S. M. may be in the actual Possession of all and singular the Premises herein before mentioned or intended to be hereby bargained and sold, with their and every of their Appurtenances, and be thereby enabled to accept and take a Release of the Reversion and Inheritance thereof, by Indenture Tripartite, intended to be made between D. C. of London, Doctor of Physick, Father of the said J. C. on the first Part, the said J. C. on the second Part, and the said S. M. on the third Part; and to bear Date the Day next after the Day of the Date of these Presents. In Witness, &c.

The Release by Way of Mortgage.

(16) **T**HIS Indenture, Tripartite, made, &c. Between D. C. of London, Doctor in Physick, on the first Part, J. C. of, &c. Linen-Draper, one of the Sons of the said D. C. on the second Part, and S. M. of London, Doctor in Physick, on the third Part: **W**hereas J. O. late of, &c. deceased, did by his Last Will and Testament in Writing, bearing Date on or about, &c. (amongst divers other Legacies and Bequests therein mention'd) give and bequeath unto the said J. C. and eleven others, the Sons and Daughters of the said D. C. and Grandchildren of the said J. O. the Sum of eight Hundred Pounds a-piece, to be paid to them as is therein particularly mentioned; **A**nd also gave and bequeath'd unto his said Grandchildren, after the Decease of A. H. Widow, or to such of them as should be then living, and should attain the Ages therein particularly mentioned, and to their Heirs for ever, **A**ll those Quit-Rents and Profits of the Manor of, &c. being of the yearly Value of, &c. or thereabouts; **A**nd also gave and bequeathed unto his said, &c. as by the said last Will and Testament proved and remaining in the Prerogative Court of Canterbury, Relation being thereunto had, may more at large appear: **A**nd whereas by Indenture of Assignment or Mortgage, bearing Date, &c. the said J. C. in Consideration of the Sum of, &c. to him in Hand paid by the said D. C. and for other Considerations therein mentioned, did assign and set over unto the said D. C. **A**ll his the said J. C.'s Right, Title, Interest, Reversion, Claim and Demand, of, in and to all such Share or Part of the Premises, as is or are given or bequeathed unto the said J. C. or between him and the rest of his Brothers and Sisters,

Recital of a Will, by which the Premises were bequeath'd to twelve Children.

Recital of an Assignment by Way of Mortgage of one twelfth Share of the Premises.

Sisters, in and by the said last Will; **To hold to the said D. C.** his Executors, Administrators and Assigns, under a Proviso nevertheless to be void on Payment of the Sum of, &c. upon the Day therein mentioned, and now long since past, as by the said recited Indenture of Assignment, Relation being thereunto had, may more at large appear: **And whereas** the said Sum of, &c. or any Part thereof, hath not been yet paid to the said D. C. whereby the Estate and Interest of the said D. C. of and in the Premises, became, and is absolute in the Law, redeemable nevertheless in Equity, upon Payment of the said Principal Sum of, &c. and the Interest thereof: **Now this Indenture Witnesseth,** That for and in Consideration of the Sum of, &c. of lawful *British* Money, to the said D. C. by the Direction and Appointment of the said J. C. testified by his being a Party to, and his Signing and Sealing of these Presents, and of the further Sum of five Shillings of like lawful Money to the said J. C. in Hand, at or before the Sealing and Delivery hereof, by the said S. M. well and truly paid, the several Receipts whereof they the said D. C. and J. C. do hereby respectively acknowledge, and thereof, and of every Part and Parcel thereof, do respectively acquit, release and discharge the said S. M. his Heirs, Executors and Administrators, by these Presents, **he** the said J. C. by and with the Consent of the said D. C. testified by his being a Party, and his Signing and Sealing hereunto, **And also** the said C. D. have, and each of them hath granted, bargained, sold, released and confirmed, and by these Presents do, and each of them doth fully and absolutely grant, bargain, sell, release, and confirm unto the said S. M. (in his actual Possession now being, by Virtue of an Indenture of Bargain and Sale, bearing Date the Day next before the Day of the Date of these Presents, to him made by the said J. C. for the Term of one Year, commencing from the Day next before the Day of the Date of the same Indenture, and by Force of the Statute for transferring Uses into Possession) and to his Heirs, **All** and every the Part, Share, Purparty, Right, Title, Interest, Claim and Demand whatsoever of him the said J. C. of, in, to or out of the said Quit-Rents and Profits of the said Manor of, &c. and of, in, to or out of all and every or any of the aforesaid Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, situate, lying and being, &c. or any of them being Freehold, which in or by the said last Will of the said J. O. deceased, were devised unto, or between the said J. C. and the rest of the Children of the said D. C. or meant, mention'd or intended so to be, in Possession, Reversion, Remainder or otherwise, **And** of, in, to or out of all and singular Grounds, Ways, Passages, Waters, Water-courses, Lights, Easements, Privileges, Advantages, Hereditaments and Appurtenances whatsoever, to the said Messuages, Lands, Tenements, Hereditaments and Premises, or any of them belonging

Habendum to the Assignee, under a Proviso to be void on Payment of the Mortgage Money, which Money, &c. was never paid.

The Considerations of this present Indenture.

Covenant of Release of all the Premises made by the Mortgagor and Mortgagee.

The Premises.

or

Also all Writings,
&c.

*Habendum in Fee-
simple.*

*Covenant of As-
signment of the be-
fore cited Inden-
ture of Mortgage.*

*Habendum to the
Assignee in Fee.*

or in any wise appertaining, And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part and Parcel thereof, and also all the Estate, Right, Title, Interest, Equity of Redemption, Property, Profit, Use, Trust, Claim and Demand whatsoever of him the said *J. C.* of, in or to the same, every or any Part and Parcel thereof, by Virtue of the said recited Will or otherwise howsoever, together with all Deeds, Evidences, Writings, Escripts and Miniments whatsoever, which he the said *J. C.* now hath in his Hands, Custody or Power, touching or concerning the same, or which he can or may come by without Suit in Law; **To have and to hold** the said Part, Share and Purparty of him the said *J. C.* and all and singular other the Premises herein before mentioned or intended to be hereby granted or released, with their and every of their Rights, Members and Appurtenances, unto the said *S. M.* his Heirs and Assigns for ever, to the only proper Use and Behoof of the said *S. M.* his Heirs and Assigns for ever, subject nevertheless to the Proviso or Condition herein after mentioned. **And this Indenture further Witnesseth,** That the said *J. C.* and also the said *D. C.* with the Consent, and by the Direction and Appointment of the said *J. C.* testified as aforesaid, **Have**, and each of them hath bargain'd, sold, assigned and set over, and by these Presents do, and each of them doth, bargain, sell, assign and set over, unto the said *S. M.* the said recited Indenture of Assignment or Mortgage, and all and singular the Premises thereby assigned or meant, mentioned or intended to be assigned, with their and every of their Appurtenances; **And** also all the Part, Share, Purparty, Right, Title, Interest, Claim and Demand whatsoever of him the said *J. C.* of, in, to or out of the several Leasehold Estates, by the said recited Will devised to the said *J. C.* and the rest of his said Brothers and Sisters, after the Decease of the said *R. O.* their Grandmother, and the said *R. C.* their Mother, or either of them, or meant, mention'd or intended so to be, with their and every of their Rights, Members and Appurtenances, and also the said Legacy or Sum of, &c. devised to him the said *J. C.* and all other Legacies and Bequests whatsoever, to him made in or by the said Will, and all the Part, Share, Purparty, Right, Title, Interest, Claim and Demand whatsoever of him the said *J. C.* of, in, to or out of all or any other or further Part of the Personal Estate of the said *J. C.* deceased, by Virtue of the said recited Will or otherwise howsoever; **To have and to hold** the said recited Indenture of Assignment or Mortgage, and all and singular other the Premises herein before mentioned or intended to be hereby assigned, with their and every of their Rights, Members and Appurtenances, unto the said *S. M.* his Executors, Administrators and Assigns, from henceforth, to his and their own proper Use and Behoof, as fully and effectually as he the said *J. C.* might, could, should or ought to hold or enjoy the

Bargain and Sale.

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the same, by Virtue of the said recited Will, subject nevertheless to the Proviso or Condition herein after mentioned, (that is to say) **Provided** always, and these Presents are upon this express Condition, **That** if the said *D. C.* and *J. C.* or either of them, their or either of their Heirs, Executors or Administrators, do or shall well and truly pay or cause to be paid unto the said *S. M.* his Executors, Administrators or Assigns the full Sum of, *£c.* on, *£c.* with lawful Interest for the same, after the Rate of, *£c.* per Cent. per Annum, without any Deduction or Abatement whatsoever, for or by reason of Taxes or otherwise. **And** also if the said *D. C.* and *J. C.* their Heirs, Executors, Administrators and Assigns, do and shall well and truly pay and discharge all such Taxes, Rates and Assessments as shall be had, rated or assessed upon the said Sum of, *£c.* or any Part thereof, or upon the said *S. M.* his Executors, Administrators or Assigns, for or by reason thereof, or which shall in any wise become due or payable by or from him or them, for or by reason of the lending of the said Sum of, *£c.* or any Part thereof, upon this present Mortgage, at any time or times hereafter, until the same shall be repaid, **Then**, and in such Case, this present Indenture, and the Grant, Release and Assignment hereby made shall cease, determine and be utterly Void and of none Effect; any thing herein before contained to the contrary thereof in any wise notwithstanding. **And** the said *D. C.* and *J. C.* do for themselves, their Heirs, Executors and Administrators, and for every of them, jointly and severally covenant, promise and agree, to and with the said *S. M.* his Executors, Administrators and Assigns, and every of them by these Presents, in Manner and Form following, (that is to say) **That** they the said *D. C.* and *J. C.* their Heirs, Executors, Administrators and Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said *S. M.* his Executors, Administrators or Assigns, the said Sum of, *£c.* of lawful *British* Money, on the said, *£c.* without any Deduction, Defalcation or Abatement whatsoever as aforesaid; **And** also that they the said *D. C.* and *J. C.* or one of them, now have or hath in him or themselves, good Right, full Power, and lawful and absolute Authority to bargain, sell, release, assign, transfer and set over, all and singular the Premises herein before mentioned or intended to be hereby bargained, sold or released, assigned, transferred or set over, with their and every of their Rights, Members and Appurtenances, unto the said *S. M.* his Executors, Administrators or Assigns, in Manner and Form aforesaid; **And** that if Default shall happen to be made, of or in Payment of the said Sum of, *£c.* and the Interest thereof, or any Part thereof, at the Day or time herein before limited or appointed for Payment thereof, that then and from thenceforth, at any time or times after such Default, they the said *D. C.* and *J. C.* their Heirs, Executors, Administrators and Assigns, and all and every other Person and Persons,

Proviso that the present Indenture shall be void on Payment of the Money, all Taxes, &c.

Covenant to pay the Money according to the Proviso.

Covenant that the Assignors have full Power to grant, sell, &c.

Covenant to make further Assurance upon Request, in Default of Payment.

Bargain and Sale.

Covenant for quiet
Enjoyment, till like
Default be made.

having or lawfully claiming any Estate, Right, Title or Interest, of, in, to or out of the said Premises hereby bargained, sold, released, assigned or transferr'd, or any Part or Parcel thereof, shall and will, upon the reasonable Request of the said S. M. his Heirs, Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more absolute Conveying and Assuring all and singular the said hereby bargained, released or assigned Premises, with their and every of their Appurtenances unto the said S. M. his Heirs, Executors, Administrators and Assigns, according to the Form, and the true Intent and Meaning of these Presents, as by the said S. M. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, advised or required. And lastly, The said S. M. for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said J. C. his Heirs, Executors and Administrators, by these Presents, That until Default shall happen to be made, of, or in Payment of the said Sum of, &c. and the Interest thereof, or some Part thereof, he the said J. C. his Heirs, Executors, Administrators and Assigns, shall or may peaceably and quietly have, hold, use, occupy, possess and enjoy the said hereby bargained, released and assigned Premises, and every Part and Parcel thereof, and accept and take the Rents, Issues and Profits thereof, to his and their own proper Use and Behoof, without any Account to be made or given to the said S. M. his Executors, Administrators or Assigns, for or concerning the same. In Witness, &c.

A Bargain and Sale inrolled.

(17)

The Considera-
tion.

THIS Indenture, made, &c. Whereas J. D. of, &c. Gent. S. S. of, &c. Merchant, and S. D. of, &c. eldest Son of the said J. D. on the one Part; and E. J. of, &c. Widow on the other Part, Witnesseth, That for and in Consideration of the Sum of, &c. of good and lawful Money of, &c. to them the said J. D. S. S. and S. D. or one of them in Hand paid by the said E. J. at or before the Enscaling and Delivery of these Presents, the Receipt whereof they do hereby acknowledge, and themselves therewith fully satisfied and paid, being the said Sum of, &c. which is mentioned to be the Consideration of a certain Indenture of Release made between the same Parties, and bearing even Date with these Presents, and for divers other good Causes and

Bargain and Sale

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and Considerations them thereunto moving, they the said *J. D.* *S. S.* and *S. D.* have, and each and every of them hath granted, bargained, sold, aliened, released and confirmed, and by these Presents do fully and absolutely grant, bargain, sell, alien, release and confirm unto the said *E. J.* her Heirs and Assigns for ever, all those, &c. (*prout* in the Release *usq;* the *Habendum*) ~~to~~ have and to hold the said Tofts, Pieces or Parcels of Ground, and the said Messuages or Tenements thereon erecting and building, or erected and built, and all and singular other the Premises herein before mentioned or intended to be hereby granted, bargained, sold, aliened, released or confirmed, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *E. J.* her Heirs and Assigns for ever, ~~to~~ the only Use and Behoof of the said *E. J.* her Heirs and Assigns for ever; And the said *J. D.* *S. S.* and *S. D.* for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, not the one for the other, or for their Heirs, Executors or Administrators, or for the Acts and Deeds of the other, do hereby covenant, promise and grant, to and with the said *E. J.* her Heirs and Assigns, that they the said *J. D.* *S. S.* and *S. D.* and their Heirs respectively, all and singular the Premises herein before mentioned, or intended to be hereby granted, bargained, sold, aliened, released or confirmed, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *E. J.* her Heirs and Assigns, against them the said *J. D.* *S. S.* and *S. D.* and their Heirs respectively, and all Persons lawfully claiming or to claim, by, from, under, or in Trust for them or any of them respectively, shall and will warrant, and for ever defend by these Presents. In Wit-
ness, &c.

The *Habendum* in Fee-simple.

Covenant of Warranty.

A Release in Fee. Vide Mortgage 4.

THIS Indenture, made, &c. Between *J. C.* Citizen and Dyer of London, and *Anne* his Wife of the one Part, and *J. H.* of, &c. Gent. of the other Part, Witnesses, That in Consideration of the Sum of, &c. of good, &c. to the said *J. C.* in Hand paid at or before the Ensealing and Delivery of these Presents by the said *J. H.* the Receipt whereof he the said *J. C.* doth hereby acknowledge, and himself therewith fully satisfied, contented and paid, and thereof, and of and from every Part and Parcel thereof, doth acquit, release and discharge the said *J. H.* his Heirs, Executors and Administrators for ever by these Presents,

(18)

The Consideration.

Covenant of Release in Fee.

The Premises.

al maimeloff o/T
sigmif-ss

Coramant for guler
Employment, till like
Default be made.

(17)

(81)

arobitap D o/T

Presents, they the said *J. C.* and *Anne* his Wife, have granted, bargained, sold, remised, released and confirmed, and by these Presents do grant, bargain, sell, remise, release and confirm unto the said *J. H.* in his actual Possession now being, by Virtue of a Bargain and Sale to him made by the said *J. C.* by Indenture bearing Date the Day next before the Day of the Date of these Presents, for the Term of one whole Year, commencing from the Day next before the Day of the Date of the same Indenture, and by Force of the Statute for transferring Uses into Possession, and to the Heirs and Assigns of the said *J. H.* for ever, All that Messuage or Tenement, called or known by the Name of, &c. and all and singular the Barns, Stables, Stalls, Edifices and Buildings, Closes, Yards, Gardens and Orchards, with all and singular the Appurtenances to the said Messuages or Tenements belonging or appertaining, situate, lying and being, &c. And also divers Premises or Parcels of Land, Arable, Meadow, Pasture and Wood, to the said Messuage or Tenement also belonging or appertaining, or therewith used, occupied or enjoyed, herein after particularly mentioned or expressed, (that is to say) four Pieces or Parcels of Land, Meadow and Pasture, and one Piece or Parcel of Land now or late planted with Hops, lying together near the said Messuage or Tenement and Orchard, containing in the whole by Estimation twenty Acres, be there more or less thereof, two Pieces or Parcels of Land, Arable and Pasture, called the *Dean Fields*, with the *Wish* thereunto adjoining, containing by Estimation twelve Acres, be there more or less thereof, one Piece or Parcel of &c. and all other the Messuages, Farms, Lands, Tenements, Hereditaments and Premises whatsoever, of the said *J. C.* and *Anne* his Wife, or either of them, situate, lying and being in, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before-mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, and all the Estate, Right, Title, Interest, Possession, Property, Claim and Demand whatsoever of them the said *J. C.* and *Anne* his Wife, of, in or to the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before granted and released, or mentioned or intended to be hereby granted or released, and every or any Part and Parcel thereof, together with all Deeds, Evidences and Writings touching or concerning the said Messuages, Lands, Tenements, Hereditaments and Premises, or any Part thereof only, now in the Custody or Power of the said *J. C.* or which he can or may come by without Suit in Law, and true Copies of all such others as concern the Premises jointly with other Things, to be made and written at the Request, Costs and Charges of the said *J. H.* All which said Messuages,

Bargain and Sale.

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Messuages, Farms, Tenements and Hereditaments and Premises herein before granted and released, or mentioned or intended to be hereby granted or released, were purchased by the said *J. C.* of *J. L.* of *London*, Doctor of Physick, and *Grace* his Wife, *J. L.* of, &c. Clerk, and *R. B.* of *London*, Esq; and *E.* his Wife, and were convey'd to him by Indenture of Lease and Release, and Fine thereupon levied, the Lease bearing Date, &c. and the Release, &c. To have and to hold all and singular the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises aforesaid, in and by these Presents granted and released, or mentioned or intended to be hereby granted or released, and every Part or Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *J. H.* his Heirs and Assigns, To the only proper Use and Behoof of the said *J. H.* his Heirs and Assigns for ever: And for the better Conveying and Assuring of the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before-mentioned or intended to be hereby granted and released unto the said *J. H.* his Heirs and Assigns for ever, the said *J. C.* doth for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *J. H.* his Heirs and Assigns, That he the said *J. C.* and the said *Anne* his Wife, shall and will before the End of *Michaelmas* Term next, in due Form of Law acknowledge and levy before the Justices of his Majesty's Court of Common Pleas at *Westminster*, unto the said *J. H.* and his Heirs, one or more Fine or Fines *Sur Cognizance de droit come ceo*, &c. and Proclamations thereupon to be had and prosecuted, according to the common and usual Course of such Fines, and of the Laws and Statutes in that Behalf made and provided, of all and singular the said Messuages, Farms, Lands, Tenements and Hereditaments herein before-mentioned or intended to be hereby granted and released, with their and every of their Rights, Members and Appurtenances, by such Name or Names, Quantities, Qualities and Descriptions to ascertain the same, in such Manner and Form as by the said *J. H.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably advised, devised or required; And it is hereby declared and agreed by and between all and every the Parties to these Presents, that the said Fine or Fines so as aforesaid, or in any other Manner or Form to be acknowledged and levied, and all and every other Fine and Fines, and all other Conveyances and Assurances heretofore had, made, acknowledged, executed or perfected, or at any Time hereafter to be had, made, acknowledged, executed or perfected, of or concerning the said Messuage, Farms, Lands, Tenements, Hereditaments and Premises herein before-mentioned or intended to be hereby granted or released, with the Appurtenances, or any Part or Parcel thereof, by or between the said Parties to these Presents, or any of them, or to or with them, or

Provided, That the Premises shall be made up to the Rent of a Rent-Habendum in Fee.

Covenant to levy a Fine of all the Premises.

Declaration of the Uses.

Proviso, That the Premises shall be liable to the Payment of a Rent-Charge of 10*l*. per Annum for ever.

Covenant, That the Conusor is seized of the Premises in an absolute Estate in Fee simple;

And hath full Power to grant and convey the same.

Covenant for quiet Enjoyment;

any of them, who are or shall be Parties or Privies, shall be and enure, and shall be construed, adjudged, deemed and taken to be and enure, and so were and are meant and intended to be and enure, and are hereby declared by and between all the said Parties to these Presents to be and enure, **To the Use and Behoof** of the said *J. H.* his Heirs and Assigns for ever, and to or for no other Use, Intent or Purpose whatsoever; **Provided** always, and it is hereby declared and agreed, by and between the said *J. C.* and *J. H.* That the said Messuage and Farm called, *Gr.* shall stand charged with, and shall be liable and subject to the Payment of the Annuity or yearly Rent-Charge of Ten Pounds to the Minister and Church-wardens of the Parish of, *Gr.* and to their Successors, Minister and Church-wardens for ever, in such Manner as the same is given or devised to them by the last Will and Testament of, *Gr.* deceased, bearing Date, *Gr.* this Indenture, or any Thing else herein contained, to the contrary thereof in any wise notwithstanding: **And** the said *J. C.* for himself, his Heirs, Executors and Administrators, doth further covenant, promise and agree, to and with the said *J. H.* his Heirs and Assigns, and every of them, by these Presents in Manner and Form following, (that is to say) That for and notwithstanding any Act, Matter or Thing by him the said *J. C.* done or committed to the contrary, he the said *J. C.* on the Day of the Date hereof, and at the Time of the Enfealing and Delivery of these Presents, is and standeth lawfully seized in his Demesne of an absolute and indefeasible Estate of Inheritance in Fee-simple, to the Use of himself and his Heirs of and in the said Messuage, Farms, Lands, Tenements, Hereditaments and Premises herein before-mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, without any Manner of Condition, Use, Trust, Power or Limitation, to alter, change, make void or determine the same: **And** that he the said *J. C.* (for and notwithstanding any such Act, Matter or Thing by him done or committed to the contrary as aforesaid) now hath in himself full Power, good Right, true Title, and lawful and absolute Authority to grant, release and convey all and singular the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before-mentioned or intended to be hereby granted, released or conveyed, with their and every of their Rights, Members and Appurtenances, unto the said *J. H.* his Heirs and Assigns, in Manner and Form aforesaid: **And** that the said *J. H.* his Heirs and Assigns, shall and may from Time to Time, and at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy the same Messuages, Farms, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, and every Part and Parcel thereof, and receive and take the Rents, Issues and Profits of the same, to his and their own proper Use and Behoof, without any lawful Let, Suit, Trouble, Denial,

Denial, Eviction, Ejection, Molestation, Impediment, Claim, Demand or Interruption either in Law or Equity of or by the said *J. C.* and the said *Anne* his Wife, or either of them, or the Heirs of the said *J. C.* or of or by any other Person or Persons whatsoever lawfully claiming or to claim by, from or under him or her, or by or through his or her Act, Means, Estate, Right, Title, Interest, Consent or Procurement in any wise howsoever; ~~And~~ that free and clear, and freely and clearly acquitted and discharged, or otherwise by the said *J. C.* his Heirs, Executors and Administrators, or some of them, from time to time and at all times hereafter kept harmless and indemnified of and from all and all manner of former and other Bargains, Sales, Leases, Grants, Intails, Annuities, Arrearages of the aforesaid Annuity of Ten Pounds per Annum, Rents, Arrearages of Rents, Dowers, Title and Titles of Dower, the Dower and Thirds of the said *A. C.* Statutes, Judgments, Recognizances, Extents, Fines, Amerciaments, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances, Acts, Matters and Things whatsoever, had, made, committed, done, or wittingly or willingly committed or suffered by the said *J. C.* or by any other Person or Persons lawfully claiming by, from or under him; (the Contract or Agreement made by the said *J. C.* with the above named *J. A.* for a Lease of such Part of the Premises as is now in his Possession under the yearly Rent of, *&c.* only excepted,) ~~And~~ moreover, that he the said *J. C.* and *Anne* his Wife, and the Heirs of the said *J. C.* and all and every other Person or Persons having or lawfully claiming any Estate, Right, Title or Interest, of, in or to the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises, or any Part or Parcel thereof, from, by, or under him and her, or either of them, shall and will from time to time, and at all times hereafter, for and during the Term of seven Years next ensuing the Date of these Presents, upon the reasonable Request, and at the Costs and Charges of the said *J. H.* his Heirs or Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done acknowledged, levied, suffered and executed, all and every such farther and other Acts, Matters and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more effectual Conveying and Assuring all and singular the Premises herein before mentioned or intended to be hereby granted, released or conveyed, with their and every of their Rights Members and Appurtenances, to the only proper Use and Behoof of the said *J. H.* his Heirs and Assigns for ever, as by the said *J. H.* his Heirs or Assigns, or his or their Counsel Learned in the Law, shall be reasonably advised or devised and required; so as such further Acts, Conveyances and Assurances, or any of them, do not contain any further or larger Warranty or Covenant on the Part of the said *J. C.* and

And that the Premises are free from all Incumbrances.

Except a Lease of Part of the Premises.

Covenant to make further Assurance at any Time with in seven Years.

and his Heirs, than are herein before contained, and so as for the doing thereof, the Person or Persons who shall be required to make or do the same, be not compelled or compellable to travel above five Miles from his or their Place or Places of Dwelling or Abode respectively. In Witness, &c.

A Bargain and Sale to make a Tenant in Order to suffer a Common Recovery with Double Voucher, for the Use of the Creditors of a Bankrupt.

THIS Indenture Quadripartite made the, &c. Day of, &c. Between the Right Honourable R. Earl of S. and the Right Honourable F. Countess of S. his Wife, sole Daughter and Heir of Sir H. J. late of A. in the County of O. Kt. deceased, of the first Part, Sir J. T. of I. in the County of M. Kt. who survived Sir R. B. Sir E. B. and G. C. Gent. who together with the said Sir J. T. were Trustees for the said Countess of S. of the second Part, G. W. of London, Esq; R. P. I. C. and J. T. of London, Merchants, Assignees, under a Commission of Bankruptcy lately awarded against Sir J. S. Kt. B. H. and H. R. late of London, Goldsmiths, and Copartners, and also the said Sir J. S. on the third Part, and T. G. of the Inner Temple, London, Gent. on the fourth Part, Witnesseth, That for and in Consideration of five Shillings of lawful British Money in Hand paid by the said T. G. to each of them the said R. Earl of S. and F. Countess of S. his Wife, and the said Sir J. T. at or before the Sealing and Delivery of these Presents, the several and respective Receipts whereof are hereby acknowledged, and for the further and better Assuring and Confirming of the several Pieces or Parcels of Ground, Messuages or Tenements, and other Hereditaments, with their Appurtenances, herein after particularly mentioned and expressed, unto the said G. W. R. P. J. C. and J. T. their Heirs and Assigns for ever, which said Pieces or Parcels of Ground, Messuages or Tenements and Hereditaments, were in the Year of our Lord, &c. purchased by the said Sir J. S. by the Name of J. S. of London, Goldsmith, of the said R. Earl of S. and were conveyed, or are mentioned to be conveyed to him and his Heirs, by Indentures of Lease and Release, Bargain and Sale, inrolled in the High Court of Chancery, made between the said Earl and his two Trustees, the Honourable E. R. Esq; second Son of the Right Honourable W. Earl of B. and C. B. of the Parish of, &c. Esq; of the one Part, and the

the said Sir J. S. of the other Part, and were afterwards in the Year of our Lord, &c. by Indenture Quadripartite of Bargain and Sale, inrolled in the High Court of Chancery, conveyed or assigned by Virtue of the said Commission of Bankrupt to the said G. W. R. H. J. C. and J. T. their Heirs and Assigns, upon the Trusts therein and herein after mentioned, they the said Earl and Countess, and also the said Sir J. T. by the Direction and Appointment of the said Earl and Countess, testified by their being Parties and their Signing and Sealing to these Presents, at the Request and Nomination of the said G. W. R. P. J. C. J. T. and Sir J. S. testified as aforesaid, have bargained and sold, and by these Presents do, and each and every of them doth bargain and sell unto the said T. G. All that Piece or Parcel of Ground, whereon one old House formerly stood, some time in the Possession of T. D. situate in the Parish of, &c. in the said County of, &c. and lying over against, &c. containing in Front thirteen Foot and nine Inches of Assize, more or less, and in Depth one hundred fifty-eight Foot of Assize, more or less, together with all the Ground, then or late belonging to the said R. Earl of S. as far as the Ground, &c. let to one, &c. which said old House had been then lately new built, and then or late was in the Possession of the said T. D. And all that Parcel of Ground, whereon one other old House formerly stood, some time in Possession of one T. J. situate in the said Parish of, &c. and lying over against, &c. aforesaid, containing by Estimation in Front thirteen Foot and nine Inches of Assize, more or less, and in Depth one hundred fifty-one Foot of Assize, more or less, together with all the Ground then or late belonging to the said Earl, as far as the Ground let to the said, &c. which last mentioned old House had been then lately new built, and was then or late in the Possession of the said T. J. his Assignee or Assigns, And also all that double Messuage or Tenement, with the Appurtenances theretofore erected and built of Brick by one R. N. some time in the Occupation of one W. K. and then or late of one J. S. and adjoining to O. Alley on the East, containing ten Rooms, being two on a Floor, lying directly one over another, with a little Yard and a Party-Pump, and an House of Office lying behind the same Messuage, situate and being in the said Parish of, &c. and &c. or one of them, near the, &c. in the said County of, &c. in a certain Street or Lane called, &c. And also all that other Messuage or Tenement, built by the said R. N. then or late in the Possession of the said J. S. containing also ten Rooms, two on a Floor, lying directly one over another, with a Yard, Backside, Garden or Garden-Plot, situate, lying and being in the said Parish of, &c. and, &c. or one of them, on the Northside to, &c. aforesaid, And also all that third Messuage or Tenement then or late in the Possession or Occupation of the said J. S. or his Assigns, containing also ten Rooms, two on a Floor,

The Premises, being several Parcels of Ground, Messuages, &c.

lying directly one over another, with Yard, Back-side, Garden or Garden-Plot, on the South-side, containing sixty-eight Foot in length, and twelve Foot in breadth, be the same more or less, situate, lying and being in the said Parish of, &c. and, &c. or one of them, and all and singular Houses, Out-houses, Shops, Cellars, Sollars, Chambers, Rooms, Warehouses and Stables thereupon erected, together with the Yards, Gardens, Back-sides, waste Grounds, Lights, Basements, Ways, Passages, Profits, Commodities, Hereditaments and Appurtenances whatsoever, to the same Premises belonging, or in any wise appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part thereof, and all the Estate, Right, Title, Interest, Use, Trust, Property, Profit, Benefit, Claim and Demand whatsoever, of them the said Earl and Countess, and the said Sir J. T. or any of them, of, in, to or out of the Premises, or any Part or Parcel thereof, in any wise howsoever; To have and to hold the said Pieces or Parcels of Ground, Messuages or Tenements, and all and singular other the Premises herein before mentioned, or intended to be hereby bargained, sold or conveyed, with their and every of their Rights, Members and Appurtenances unto the said T. G. his Heirs and Assigns for ever, to the Use of the said T. G. his Heirs and Assigns for ever, to the Intent and Purpose, that by Virtue hereof the said T. G. may be and become a good and perfect Tenant of the immediate Freehold and Inheritance of all and singular the said Premises, against whom one or more Common Recovery or Recoveries may be had, perfected and executed, to the several Uses, Intents and Purposes herein after mentioned, expressed and declared, and to or for no other Use, Intent or Purpose whatsoever; And thereupon it is covenanted, concluded and agreed by and between all the said Parties to these Presents, that before the End of Easter Term next one or more Writ or Writs of Entry *Sur Disseisin en le poit* shall be brought and prosecuted in the Names and at the Charge of the said G. W. R. P. J. C. and J. T. as Plaintiffs or Demandants therein, against the said T. G. as Tenant or Defendant of and for all and singular the said Pieces or Parcels of Ground, Messuages or Tenements, and all and singular other the Premises with their Appurtenances, herein before mentioned or intended to be hereby granted and sold, by such Names, Quantities, Qualities, Numbers of Messuages, and other Certainties and Descriptions as shall be apt and convenient in that Behalf, to which Writ or Writs the said T. G. shall appear *Gratis* in his proper Person, and shall and will vouch to warrant the Premises, the said R. Earl of S. and F. his Wife, who shall likewise appear in their proper Persons, and shall vouch to warrant the Common Vouchee, and such further and other Proceedings shall be therein, so that one or more good and perfect Common Recovery or Recoveries, with double Voucher, shall

The Premises being
lying several parcels
of Ground, &c.
being

The Habendum in
Fee.

To the End the
Bargainee may be-
come a perfect Te-
nant of the Free-
hold of the Pre-
mises.

Covenant to bring
a Writ of Entry
in Order to suffer
a Common Reco-
very.

shall or may be had, perfected and executed in all Things according to the usual Form of Common Recoveries, with double Voucher for Assurance of Lands, in such case used and accustomed. And it is hereby covenanted, agreed and declared by and between all the said Parties to these Presents, that such Recovery or Recoveries so as aforesaid, or in any other Manner to be suffered, executed and perfected, whereto the Parties to these Presents, or any of them, are or shall be Parties, of or concerning the Premises, shall be and enure, and shall be adjudged, construed, deemed, and taken to be and enure, and the said T. G. and his Heirs, and all and every other Person and Persons, which shall then, or any Time thereafter stand seised of the Premises, or any Part thereof, by Virtue of these Presents, or of the said Recovery or Recoveries, shall so stand and be seised thereof, and of every Part thereof, to the only proper Use and Behoof of the said G. W. &c. their Heirs and Assigns for ever; In Case nevertheless for them the said G. W. &c. and all other the Creditors of the said S. J. & and B. H. and R. H. or any of them who already have, or shall at any Time hereafter in due Time, come in and seek Relief, by Virtue of the said Commission, and contribute towards the Charges thereof, according to the true Intent and Meaning of the several Statutes in that case made and provided, and to and for no other Use, Intent or Purpose whatsoever. In Witness, &c.

Declaration of the Uses of the Recovery.

Bill of Sale. Vide Mortgage 7.

Bond.

A Bond to keep down Interest, enter'd into by a Father to his Son's Trustees.

KNOW all Men, &c. Whereas the Sum of, &c. is by Mortgage charged on Part of the Estate of the above Bound A. B. the Elder; And whereas a Marriage is by God's Permission intended to be shortly had and solemnized between A. B. the Younger, eldest Son and Heir apparent of the above-named A. B. the Elder; And it is agreed, that the Sum of,

(1)

(1)

Copartnership.

of, &c. shall continue charged on the Lands limited, or intended by Settlement on the said Marriage to be limited to the above Bound *A. B.* the Elder for his Life; But the above Bound *A. B.* the Elder hath agreed to pay the Interest of the said Sum of, &c. so long as he lives, and to keep the same down, so that the said *A. B.* the Younger be not charged with any Interest that shall grow due during his Father's Life: Now the Condition of this Obligation is such, that if the above Bound *A. B.* the Elder shall and do, during the Term of his natural Life, pay the Interest to the said Sum of, &c. as the same shall grow due, then this present Obligation to be void, or else to remain in full Force and Virtue.

Composition. Vide Debtor and Creditor 4.

Confirmation. Vide Mortgage 14.

Copartnership.**Articles of Copartnership.**

(I)

Experience of the
Fidelity of his Ap-
prentice.

A Valuation of
the Stock.

Paid and secured
to be paid for one
Moiety thereof.

THIS Indenture made, &c. Between *R. G.* Citizen, &c. of the one Part, and *W. M.* Citizen also, &c. of the other Part: Whereas the said *R. G.* hath had the Experience of the Honesty and Fidelity of the said *W. M.* who was his Apprentice, and served him faithfully in the Trade of a Confectioner and a Tobacconist, which he now useth, and in Confidence of his Integrity, Honesty and Fidelity, hath agreed to enter into a Copartnership and joint Trade with him the said *W. M.* in the said several Trades of a Confectioner and Tobacconist: And whereas, at the Day of the Date hereof, a Valuation hath been made by the said Parties to these Presents, of the Stock of, &c. Tobacco, and all other Matters and Things, which are the Stock and Goods of the said *R. G.* belonging to the said Trades of a Confectioner and Tobacconist, and whereas upon such Valuation they amounted unto the Sum of, &c. And whereas the said *W. M.* hath for one Moiety of the said Stock and Goods, before the Sealing and Delivery hereof, paid and secured to be paid to the said *R. G.* the Sum of, &c. of lawful Money of Great Britain,

Copartnership.

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being the Moiety of the said Valuation: Now therefore these Presents Witness, and it is herein and hereby covenanted, promised and agreed upon, by and between the said Parties to these Presents, and each of them doth for himself, his Executors and Administrators, covenant, promise and agree, to and with the other of them by these Presents, that from and after the, *6th* Day of, *Oct.* next ensuing the Date of these Presents, they the said *R. G.* and *W. M.* shall and will be and continue Copartners and joint Traders in the Art, Trade, Mystery and Business of a Confectioner and Tobacconist, in the same Manner as those Trades are now managed and carried on by the said *R. G.* which said Trades are hereby agreed to be managed and carried on in the House and Shop of the said *R. G.* situated, *&c.* and the Partnership to continue for the Term of three Years from henceforth next ensuing and fully to be compleat and ended, if they the said Parties to these Presents shall so long live: And it is further agreed upon by and between the said Parties to these Presents, and the said *W. M.* doth hereby for himself, his Executors and Administrators, covenant, promise, grant and agree, to and with the said *R. G.* his Executors and Administrators, that he the said *W. M.* his Executors or Administrators, shall and will yearly and every Year, during the Continuance of the said Copartnership, well and truly pay, or cause to be paid, to the said *R. G.* his Executors or Administrators, the Sum of Thirty Pounds of lawful Money of *Great Britain*, freed of all Charges and Taxes, as well Parliamentary as others, by four equal quarterly Payments, *viz.* At the Feast of the Birth of our Lord God, the Annunciation, *&c.* by even and equal Portions, the first Payment thereof to begin and be made upon the Feast-Day of the Birth of our Lord God next ensuing the Date hereof, which Money so to be paid as aforesaid, is hereby agreed to be paid for the said *W. M.* his half Part of the Rent of the said Shop, Warehouse, Cellar, Workhouse or cutting Room under the said Shop, and also for the whole Rent of a Garret-Chamber in the said House, three Pair of Stairs forwards to the Street, called *Fleet-street*, of which said Room or Chamber he the said *W. M.* is to have the sole Use during the Continuance of the said Copartnership. But it is also agreed in Manner aforesaid by and between the said Parties to these Presents, That the Rent and Charges of the Tobacco-Cellar under the Coffee-house, called, *The Rainbow Coffee-house*, near to the before-named House of the said *R. G.* shall be, during the Continuance of the said Copartnership, paid equally by the said Parties to these Presents, *viz.* One Moiety thereof by the said *R. G.* and the other Moiety thereof by the said *W. M.* And also, That the Charges of House-keeping and Servants Wages, during the Continuance of this Copartnership, shall be paid and born equally by the said Parties to these Presents, *viz.* One Moiety thereof by the said

Covenant to be
Copartners in the
Trade of a Con-
fectioner and To-
bacconist,

In the House of
R. G.
The Partnership
to continue for
three Years,

To pay his Part-
ner 30l. per Annum,
for his half Part
of the Rent.

House-keeping and
the Servants Wages
to be equally paid
between them.

Bargain and Sale
of a Moiety of the
Sweetmeats, &c.

Each Party at the
End of the Copart-
nership to have the
Property of one
Moiety of the
Stock,

And of all Profits.

And shall bear
and pay one Moie-
ty of all Losses, &c.

The Stock and
Buyings and Sel-
lings to be enter'd
in a Book for that
Purpose.

R. G. and the other Moiety thereof by the said W. M. And it is herein and hereby further covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the said R. G. doth hereby for the Considerations of the aforesaid Sum of, &c. so paid and secured to be paid as aforesaid, grant, bargain and sell unto the said W. M. the said one Moiety of the said Sweetmeats, Confects, Tobacco-tools, Materials, and other Things belonging to the said Trade, so as aforesaid valued; which said Moiety together with the other Moiety of him the said R. G. are the two Moieties which are hereby agreed to make up the Stock for the said Copartnership, and with which the said Trades during the said three Years shall be in Manner aforesaid carried on by the said Parties to these Presents, if they shall so long live: And it is further covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and each of them doth covenant, promise, grant and agree to and with the other of them, for himself, his Executors and Administrators, that the said R. G. his Executors or Administrators, shall have the Right, Property and Interest during the Continuance, and at the End of this Copartnership, of, in and unto one full Moiety of the said Joint-Stock of the Confects, Sweetmeats, Tobacco, and other Things belonging to the said Copartnership, and also of and in and unto one Moiety or half Part of all the Gains, Profits and Increase, which shall arise, happen, accrue and be made thereby, or by the ordering and employing of the same, or by any Credit or Business to be by them managed or done as Copartners in the said Trade, or either of them; And shall also bear and pay one Moiety of all Losses, Charges, Costs, Expences and Damages, which shall at any Time happen, arise or come, or be expended or laid out in, about or concerning the Joint-Trade and Copartnership aforesaid, in any wise whatsoever; And that the said W. M. his Executors or Administrators, shall have the full Interest, Right and Property of, in and unto the other Moiety or half Part of all the Gains, Profits and Increase, which shall arise, happen, accrue or be made thereby, or by the Ordering or Employment of the same, or by any Business to be by them managed and done as Copartners aforesaid; And also shall bear and pay one Moiety of all Losses, Charges, Costs, Expences and Damages, which shall at any Time happen, arise or come, or be expended or laid out in, about or concerning the Joint-Trade and Copartnership, or House-keeping aforesaid, in any wise whatsoever: And each of them the said R. G. and W. M. doth also for himself, his Executors and Administrators, covenant, promise, grant and agree to and with the other of them, his Executors and Administrators, that the said Joint-Stock, and also the Buyings, Selling, Dealing, Gains, Debts and Credits which shall grow, arise, happen, or be made of or by Means of the said Joint-Trade, or any Thing incident or belonging thereunto, shall from

Copartnership.

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Time to Time, during all the said Term of the said Copartnership, be entered and fairly written in some convenient and fitting Book to be kept for that Purpose within the Shop wherein the said Trade is to be driven, in such Manner as Men of the same Trades use or ought to use, Of which said Book each of the said Parties to these Presents, and either of them, their respective Executors or Administrators, shall freely and at all Times as well during the Continuance, as after the End and Determination of the aforesaid Copartnership, have the Sight and Perusal, when and as often as it shall be desired, and shall have Liberty to transcribe and copy out all or any Part thereof, without any Let, Hindrance or Denial, and throughout the Book on the one Side thereof shall be set down what Goods are sold, and at what Prices, and on the other Side thereof, what Goods are bought in, and at what Prices, and what Money is laid out about the said Copartnership, together with the Days thereof, and together with all other Matters and Accounts necessary and convenient for the Management and carrying on of the said Copartnership; And also that all Bonds, Bills, Notes, Specialties and Securities for Money whatsoever, at any Time to be made or taken for any Matter or Thing concerning the Joint-Stock or Trade, with the Consent of both the said Parties to these Presents, and also all other Things to be sold and delivered out of the said Joint-Stock or Trade upon Trust, shall be made and taken in the Names of the said R. G. and W. M. and for their joint and equal Use and Benefit; And also that all Notes, or other Securities to be given to any Person or Persons who shall intrust the said R. G. and W. M. with Goods or other Things, upon the Account of the said Joint-Trade, shall be made and given in the Names of both the said Parties to these Presents; And also that no Credit shall be given by either of the said Parties to these Presents, without the Consent of the other under his Hand, for any Thing sold in Copartnership, above the Value of 5 *l.* but the Seller, in case such Sale shall happen to be, shall be answerable to the other Copartner for the same out of his own Money: And it is covenanted, granted and agreed by and between the said Parties to these Presents, in Manner following, That no Apprentice or Servant shall be taken during the Continuance of the said Partnership, but by and with the joint Consent of the said Parties to these Presents, and that such Apprentice and Servant shall be maintained and paid out of the said Joint-Stock; And also that if any Sweetmeats, Confects, Tobacco, Money, Goods, or other Things in the said Copartnership, shall be imbezilled, purloined or spoiled by such Apprentice or Apprentices, or other Agent or Servant of the said Parties to these Presents, to be taken and employed as aforesaid during the said Copartnership, then and in such Case the Loss and Damage thereby happening shall be equally born and sustained by the said Parties to these Presents

Share

Of which Book each Party to have Liberty to copy the same out.

Bonds, Notes, &c. to be taken in their joint Names.

No Credit above the Value of 5 *l.* to be given without their joint Consent.

No Apprentice or Servant to be taken without their joint Consent.

If any Loss by such Servant, the same to be equally born.

No Debt released
or discharg'd with-
out joint Consent.

Of which Book
each Party to have
Liberty to copy the

Nor shall com-
pound and agree.

Or be bound or
Bail, &c. without
Consent of the o-
ther in Writing.

To make up the
Account once a
Week.

Such Account to
be subscribed by
both Partners, and
each to have a
Book so subscribed,

And such Account
not to be question'd.

Provido that there
shall be no Benefit
of Survivorship.

Share and Share alike; And also that neither of the said Parties shall, without Consent of the other of them under his Hand, release or discharge any Debt, Duty, Sum or Sums of Money, or other Thing which shall be due, owing or belonging to the said Copartnership, or any Part thereof, or any Securities given for the same, but only such and so much as shall be actually received and brought into the said Joint-Stock, nor shall compound or agree to accept Part for the Whole of any Debt, Duty or Sum of Money to them upon the Account aforesaid jointly owing or payable, without the Consent and Approbation of the other of them thereunto in Writing as aforesaid first had and obtained; And also that neither of the said Parties to these Presents shall at any Time during the said Copartnership become bound, or be Bail, or be Surety for, with or to any Person or Persons whatsoever, either by Bond, Bill, Judgment, Statute, Recognizance, Promise, or otherwise, without the Privy or Consent of the other of them thereunto in Writing first had and obtained; And also that the said Partners, Parties to these Presents, shall and will once in every Week during the said Copartnership, at the Request of either of them to that Purpose, join with the other of them, and perform and do whatsoever to him belongeth, or in him lieth, for the making up and passing of a true, plain and perfect Account and Reckoning between them, of and concerning all their Buyings, Sellings, Trading and Dealing for, upon or by Reason of the said Joint Trade relating to the said Copartnership, and of all and every such Stock of ready Money and Things as concern and shall be employed in and about the same, and of the Gains, Profit and Increase thereof, And also of the Charges, Damages and Expences happening or accruing thereby, and likewise of all Debts arising or paying by the said Parties to these Presents, for, upon, or in Respect of the said Joint Trade and Dealing, to the Intent that it may appear how and in what State and Condition they then stand in reference to the said Copartnership and Joint-stock; And upon the finishing and perfecting of every such Account, the same shall be written into two Books for that Purpose to be provided, and the Accounts to be entred into both the said Books shall be subscribed by both the said R. G. and W. M. and the one of the said Books so subscribed shall remain with the said W. M. and the other of them with the said R. G. which said Account so passed and subscribed shall not be called into Question, or be in any wise controverted, unless some manifest Error or Mistake shall plainly appear to have therein escaped, and that the same Error shall be discovered in the Life-time of both the Parties to these Presents, and not otherwise; Provided always, and it is expressly agreed and concluded by and between the said Parties to these Presents, and the true Intent and Meaning of the said Parties to these Presents is hereby declared to be, that if either of the said Parties to these

Presents

Copartnership.

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Presents die during the Continuance of the said Copartnership, yet nevertheless no Benefit of Survivorship shall accrew unto, or be had or taken by the Survivor of them, in any wise whatsoever, but that the one Moiety of the said ready Money, Stock, Proceed, Goods and Effects of the said Copartnership shall go to the Executors or Administrators of such dying Person, or to such other Person and Persons, as he shall otherwise dispose thereof to, and the other Moiety thereof to the Survivor; any Law, Usage or Custom, or any Thing herein contained to the contrary hereof, in any wise notwithstanding. **And** it is further covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, that if any Debts shall be owing by the said Parties to these Presents, upon the said Joint Account, such surviving Partner shall out of the ready Money, or if there be not ready Money, then as soon as Money shall come in from the said stock, and the same become due, satisfy and pay the same; **And** after all the Debts shall be paid, then a Valuation shall be forthwith made of the said Stock, by two indifferent Men of the same Trade, the one to be chosen by the Survivor, and the other by the Person who shall have the Right to the Deceased's Share; **And** after such Valuation so to be made as aforesaid, such Survivor as aforesaid shall forthwith pay to such Person or Persons, who shall have a Right to receive the same, so much as such Deceased's Part or Share in the Stock of the said Copartnership shall amount unto, and shall, after such Payment made, receive and keep all the whole Stock and Goods of the said Copartnership to his own Use; any Thing herein before contained to the contrary hereof, in any wise notwithstanding. **And** also it is herein and hereby further agreed by and between the said Parties to these Presents, that within one Month next after the End and Determination of the said Copartnership, if both the said Parties to these Presents shall be living, a final Account Partition and Division shall be made and passed by and between the said Parties to these Presents, for or concerning all such Goods, Money and Things, which shall be then due, owing or belonging unto the said joint Stock and Trade, or to the said Parties to these Presents in respect thereof, and also of and for all such Debts or Sums of Money, as by reason of the said joint Trade shall be contracted, and be by them owing to any Person and Persons, and likewise of and for all the Gains and Increase, Damages and Losses, happening and accrewing by, through, or in respect of the said Copartnership, so that the State thereof may appear, and how much thereof shall belong to each Party, and then after all Debts and Sums of Money owing on the Account of and by Virtue of the said Copartnership shall be discharged and paid, and when they shall be discharged and paid out of the said joint Stock, and not before, the said R. G. his Executors or Administrators shall have and take to his and their own

If any Debts owing, the Survivor to pay the same,

And then a Valuation to be made of the Stock.

And the Share of the deceased to be paid to such Person that has the Right to it.

A final Account and Partition to be made within one Month after the Determination of the Copartnership.

Copartnership.

If the Stock be not sufficient to pay the Debts, each of the Parties to pay one Moiety of them.

own proper Use one Moiety or half Part (the whole in two equal Parts to be divided) of all the Money, Stock, Goods, Debts and Things belonging to the said Copartnership; And the said *W. M.* his Executors or Administrators shall likewise then have and take to his and their own proper Use the other Moiety of the Money, Stock, Goods, Debts and Things belonging to the said Copartnership. And it is further covenanted and agreed that in case at the end of the said Copartnership, the Money and Stock shall not be sufficient to clear and discharge all the Debts owing upon the Account of the said Copartnership, that then each of the said Parties to these Presents, his Executors or Administrators shall pay one Moiety thereof; And the said *R. G.* doth hereby covenant, promise, grant and agree to and with the said *W. M.* his Executors or Administrators, that he the said *R. G.* his Executors or Administrators shall and will well and truly pay one Moiety thereof, and save and keep harmless the said *W. M.* his Executors or Administrators of and from the same; And the said *W. M.* doth hereby covenant, promise, grant and agree to and with the said *R. G.* his Executors or Administrators, that he the said *W. M.* his Executors or Administrators shall and will well and truly pay the other Moiety thereof, and also save and keep harmless the said *R. G.* his Executors or Administrators, of and from the same. In Witness, &c.

An Indenture of Copartnership between two Booksellers.

Agreement to be Copartners, and Joint Traders in the Trade of Book-selling.

And of all other Business as they shall agree to trade in,

THIS Indenture made, &c. Between *T. L.* Citizen and Stationer of *London*, of the one Part, and *D. M.* Citizen also and Stationer of *London*, of the other Part, Witnesseth, That the said *T. L.* and *D. M.* having had Experience of each other's Care and Fidelity, and in Confidence thereof for the future have agreed upon a Copartnership and joint Trade in carrying on of the Trade of Printing and Bookselling; And therefore each of them doth respectively, and for their several respective Executors and Administrators, covenant, promise and agree to and with the other of them, and his Executors and Administrators, by these Presents, That from and after the first Day of *October* next ensuing the Date of these Presents, they the said *T. L.* and *D. M.* shall and will be and continue Copartners and joint Traders in the Art, Trade, Mystery and Business of a Bookseller; (that is to say) in Buying, Selling, Vending, Exchanging, Printing and Uttering of all sorts of Books, And other Things incident and belonging to the Trade of a Bookseller, And also in the Management and doing of all such

such other Business as they shall think fit, and mutually agree and consent to trade in, for and during and unto the full End and Term of seven Years, from thenceforth next ensuing, and fully to be compleat and ended, (if they shall both so long live) And for the carrying on of the said joint Trade, each of the said Parties to these Presents doth covenant, promise, grant and agree to and with the other of them, that they will each of them severally bring into the said joint Trade and Stock, in Money and Goods, to be used in the said Trade, on or before the said first Day of *October* next ensuing the Date hereof, the full Sum or Value of one Thousand Pounds to be used and imployed in the said joint Trade, upon the said joint Account; And it is herein and hereby also mutually covenanted and agreed by and between the said Parties to these Presents, that the said Trade of a Bookseller shall be carried on and managed at the Shop and Warehouse called the *Rose and Crown* situate in *St. Paul's Church-Yard, London*, or at or in any other Place they the said Parties to these Presents shall agree upon for that Purpose; And for the orderly proceeding in and carrying on of the said intended Trade or Business, it is mutually covenanted, concluded and agreed upon by and between the said Parties to these Presents, and each of them doth for himself respectively covenant, promise, grant and agree to and with the other of them, his Executors and Administrators, by these Presents, in manner and form following; (that is to say) that they the said *T. L.* and *D. M.* shall and will be just, true and faithful to each other in all their Buyings, Sellings, Accounts, Reekonings, Disbursements and Dealings concerning the said Copartnership, and shall each of them endeavour by all just Care and Diligence to advance and promote the said joint Trade and Stock, without Fraud and Deceit, and give their Attendance upon the said Trade; And also that the said *T. L.* his Executors or Administrators shall have the full Right and Property of, in and unto one Moiety or half Part of the said joint Stock of Books, Copies and other Things belonging to the said Copartnership, And also of, in and unto all the Gains, Profit and Increase, which shall arise, happen, accrue, or be made thereby, or by the ordering or imploying of the same, or by any Credit or Business to be by them managed or done as Copartners, and also shall bear and pay one Moiety of all Losses, Charges, Costs, Expences and Advantages, which shall at any Time happen, arise or come, or be expended or laid out in, about or concerning the joint Trade or Copartnership aforesaid, in any wise whatsoever; And that the said *D. M.* his Executors or Administrators shall have the full Interest, Right and Property of, in and unto the other Moiety or half Part of the said joint Stock of Books, Copies, and other things belonging to the said Copartnership, and also of, in and unto all the Gains, Profits and Increase, which shall arise, happen, accrue, or be made thereby, or by ordering or Imployment

For seven Years if they so long live.

Covenant to bring 1000 l. apiece into the Stock.

Mutual Covenant that the Trade be managed at the *Rose and Crown*, or any other Place they agree upon.

Covenant to be just and faithful to each other, and to give their Attendance on the said Trade.

And that *T. L.* shall have Propriety in one Moiety of the said Stock, &c.

And *D. M.* the other Moiety.

Copartnership.

Covenant that the
Stock, Buyings, Sel-
lings, Dealings, &c.
be enter'd in a
Book for that Pur-
pose.

Of which said
Book each Party,
his Executors or
Administrators, to
have the Perusal
freely, and Liber-
ty to take Copy
thereof.

That all Bonds
and Notes be in
their joint Names.

No more than 30s.
a Week to be taken
out of the joint
Stock, without No-
tice.

Except for the
necessary Support
of the Trade.

All which Mo-
nies to be entred in
a Book.

No Servant to be
taken but with the
joint Consent.

Employment of the same, or by any Credit or Business to be by them managed or done as Copartners, and also bear and pay one Moiety of all Losses, Charges, Costs, Expences and Damages which shall at any time happen, arise or come, or be expended or laid out in, about or concerning the joint Trade, or Copartnership aforesaid, in any wise whatsoever; And each of them the said *T. L.* and *D. M.* doth also for himself, his Executors and Administrators, covenant, promise, grant and agree to and with the other of them his Executors and Administrators, that the said joint Stock, and also the Buyings, Sellings, Exchanging of Books, Dealings, Gains, Debts and Credits, which shall grow, arise, happen, or be made of or by means of the said joint Trade, or any thing incident or belonging thereunto, shall from time to time during all the said Term of the said Copartnership be truly enter'd, and fairly written in some convenient and fitting Book or Books, to be kept for that Purpose within the Shop where- in the said Trade is to be driven, in such Manner as Men of the same Trade use or ought to do, Of which said Books the said Parties to these Presents, and either of them, their respective Executors or Administrators, shall freely at all times, as well during the Continuance as after the Expiration of the aforesaid Copartnership, have the Sight and Perusal, when and as often as it shall be desired, and shall have Liberty to transcribe and copy out all or any Part thereof, without any Let, Hindrance or Denial; And also, That all Bonds, Bills, Notes, Specialties and Securities for Money whatsoever, at any time to be made or taken for any Matter or Thing concerning the said joint Stock or Trade, and also all other Things to be sold, exchanged and delivered out of the joint Stock or Trade, shall be made and taken in the Names of the said *T. L.* and *D. M.* and for their joint and equal Use and Benefit; And also that all Notes and other Securities to be given to any Person or Persons who shall intrust the said *T. L.* and *D. M.* with Goods, or upon Exchange or other Things, upon the Account of the said joint Trade, shall be made and given in the Names of both the said Parties to these Presents; And also, That not more than Thirty Shillings per Week shall be taken out of the said joint Stock by either of the said Parties to these Presents, until Notice be given to the other of them, and that each of the said Parties to these Presents shall receive equally at the same time out of the said joint Stock, and not the one of them more than the other of them, Except only Money to be, and which shall be necessarily laid out in the said Stock and Trade, for the Support of the said Copartnership; And also, That all Sum and Sums of Money to be taken out as aforesaid, either to be divided or used in Trade, shall from time to time be entered into the said Book or Books, so to be kept as aforesaid; And also, That no Apprentice or Servant shall be taken during the Continuance of the said Partnership, but by and with the joint

joint Consent of the said Parties to these Presents, and shall be maintained and paid out of the said joint Stock; **And also,** That if any Book or Books, Money, Goods or other Things in Copartnership shall be imbezilled, purloined or spoiled by the Apprentice or Apprentices, or other Agent or Servant of the said Parties to these Presents during the said Copartnership, then, and in that Case, the Loss and Damage thereby happening shall be equally born and sustained by the said Parties to these Presents; **And also,** That neither of the said Parties to these Presents shall at any time sell and deliver out upon Trust and without ready Money, to any Person whatsoever, any Part of the said joint Trade and Stock, to above the Value of five Pounds, unless upon Notice given to the other Party to these Presents, and his Consent thereunto first had and obtained; neither shall either of them lend any Money, above the Value aforesaid, out of the said joint Stock, without such Consent as aforesaid: But if Goods above Five Pounds shall be trusted, or Money lent contrary hereunto, the same shall be sustained or made good, by him so trusting or lending the same, and not by the said joint Stock; **And also,** That neither of the said Parties to these Presents shall, without Consent of the other of them, release or discharge any Debt, Duty, Sum or Sum of Money or other Things, which shall be due, owing or belonging to the joint Account, or any Part thereof, or any Securities given for the same, but only such and so much as shall be actually received and brought into the said joint Stock; **Nor** shall compound or agree to accept Part for the Whole, of any Debt, Duty or Sum of Money to them upon the Account aforesaid jointly owing or payable, without the Consent and Approbation of the other of them thereunto in Writing first had and obtained; **And also,** That neither of the said Parties to these Presents shall at any time during the said Copartnership, and before a final Partition be made between them, become bound, or be Bail or Surety, for, with or to any Person or Persons whatsoever, either by Bond, Bill, Judgment, Statute, Recognisance, Promise or otherwise, without the Privity or Consent of the other of them thereunto in Writing first had and obtained; **And** that there shall not be any New Translation of any Book or Copy to the Use of the said joint Stock, **Nor** any Printer, Stationer or Book-binder, be employed in any thing relating to the said joint Stock, without the Consent of both the said Parties to these Presents; **And also,** That the said *T. L.* and *D. M.* shall and will, once in every Year, during the said Copartnership, at the Feast of St. *John* Baptist, or within twenty Days after, or oftner, at the Request of either of them to that Purpose, join with the other of them, and perform and do whatsoever to him belongeth or in him lieth, for the making up and passing of a new, plain and perfect Account and Reckoning between them, of and concerning all their Buyings, Sellings, Exchanges, Printing, Trading

If any Damage happen by such Servant, the Loss to be equally born.

Neither of the Parties to deliver out upon Trust Goods to above the Value of 5 l. without Notice to the other, nor lend any Money: But if Goods or Money be lent contrary thereto, the same to be made good by him so trusting.

Neither of the said Parties to give a Release without the Consent of the other.

Nor make any Composition.

Or be bound, or Bail or Surety, to or with any Person during the Copartnership:

Nor any Printer or Bookbinder employed without their joint Consent.

And shall once a Year, on *Midsummer* Day, make up and settle the Accounts relating to Copartnership.

Copartnership.

Trading and Dealings for, upon or by reason of the said joint Trade, and relating to the said Copartnership, and of all and every such Stock, ready Money and Things as concern or shall be employed in and about the same, and of the Gains, Profits and Increase thereof, and also of the Charges, Damages and Expenses happening or accruing thereby, and likewise of all Debts owing or payable by the said Parties to these Presents, for, upon or in respect of the said joint Trade and Dealing, to the Intent that it may appear how, and in what State and Condition they stand in Reference to the said Copartnership and joint Stock;

That it may appear what Condition the Stock is in.

The Account to be written in two several Books, to be subscribed by both Parties, one to remain with the said T. L. and other with D. M. Such Accounts so passed not to be questioned, unless some manifest Error be discovered in the Life-time of both Parties.

Provido if either of the Parties die, no Benefit of Survivorship to be taken.

If any Debts be owing, such Survivor shall, out of the ready Money, pay the same.

And after the Debts paid, then such Survivor to pay the Share of the Deceased, upon a Valuation by two Persons, unto the Executors or Administrators of the Deceased.

And upon the finishing and perfecting every such Account, the same shall be fairly written into two several Books for that Purpose to be provided; both of which said Books shall be subscribed by both the said T. L. and D. M. and one of them so subscribed shall remain with the said T. L. and the other of them with the said D. M. which said Accounts so passed and subscribed, shall not be called into question, or be in any wise controverted, unless some manifest Error or Mistake shall plainly appear to have therein escaped, and that the same Error shall be discovered in the Life-time of both the said Parties to these Presents, and not otherwise. **Provided** always, and it is expressly agreed and concluded by and between the said Parties to these Presents, and the true Intent and Meaning of the said Parties to these Presents is hereby declared to be, That if either of the said Parties to these Presents shall die, during the Continuance of the said Copartnership, yet nevertheless no Benefit of Survivorship shall accrue unto, or be had or taken by the Survivor of them in any wise whatsoever; any Law, Usage or Custom, or any thing herein contained to the contrary notwithstanding; but the one Moiety of the ready Money, Stock and Effects of the said Copartnership, and Proceed thereof, shall come and be to the Executors or Administrators of such dying Person, or to such other Person or Persons as he shall otherwise dispose thereof to, and the other Moiety thereof to the Survivor. **And** it is further covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, that if any Debts shall be owing by the Copartners upon the said joint Accounts, such surviving Partner shall out of the ready Money, or if there be not ready Money, then as soon as Money shall come in, and the same become due, satisfy and pay the same: **And** after all the Debts shall be paid, then such Survivor shall forthwith pay so much Money as the Part or Share or Dividend of the Goods of such deceased Partner shall amount unto, upon a Valuation to be made of the Stock, by two indifferent Men of the same Trade, the one to be chosen by the Survivor, and the other by the Person who shall have the Right to the Deceased's Share, and shall also account for and pay one Moiety of all the Debts due to the said Copartnership, which he shall receive, (he being first allowed his

Charges

Charges and Expences in and about the receiving, and in getting in thereof,) And it is herein further agreed by and between the said Parties to these Presents, that within one Month next after the End or Determination of the said Copartnership, if both the said Parties to these Presents shall be living, a final Account, partition and Division shall be made and passed by and between the said Copartners, for and concerning all such Goods, Monies and Things which shall be then due, owing and belonging unto the said joint Stock and Trade, or to the said Parties to these Presents, in Respect thereof; And also of and for all such Debts, Dues or Sums of Money as by reason of the said joint Trade shall be contracted, and be by them owing to any Person or Persons, and likewise of and for all the Gains and Increase, Damages and Losses happening or accruing by, through or in respect of the said partible Trade or Copartnership, so that the State thereof may appear, and how much thereof shall belong to each Party, and then after all Debts and Sums of Money owing on the Account of, or by Virtue of the said Copartnership, shall be discharged and paid (and not before) the said *T. L.* his Executors or Administrators shall have and take to his and their own proper Use, one Moiety or half Part (the whole in two equal Parts to be divided) of all the Money, Goods and Things then in Stock between them; And the said *D. M.* his Executors or Administrators shall likewise then have and take to his and their own proper Use the other Moiety of the Money, and the Goods and Things then in the Stock between them. And it is further covenanted and agreed, that in case at the End of the said Copartnership, the Money and Stock shall not be sufficient to clear and discharge all the Debts owing upon the Account of the said Copartnership, that then each of the said Parties to these Presents, his Executors or Administrators, shall pay one Moiety thereof; And the said *T. L.* doth hereby covenant, promise, grant and agree to and with the said *D. M.* his Executors or Administrators, that he the said *T. L.* his Executors or Administrators shall and will well and truly pay one Moiety thereof, and save and keep harmless the said *D. M.* his Executors or Administrators of and from the same; And the said *D. M.* doth hereby covenant, promise, grant and agree to and with the said *T. L.* his Executors and Administrators, that he the said *D. M.* his Executors and Administrators shall and will well and truly pay the other Moiety thereof, and also save and keep harmless the said *T. L.* his Executors and Administrators of and from the same. And it is further agreed, that the Copies or Books of either of the said Parties to these Presents, which shall be printed during the Continuance of the said Copartnership, shall be for the Benefit of the said joint Stock, and be brought thereinto; and in case the said Parties to these Presents shall not agree to the Number of what shall be Printed, or the Prices to be sold at, or to any other Matter

One Month after the Determination of the said Term, a Partition of the Stock to be made.

If at the End of the Copartnership the Money and Stock be not sufficient to clear the Debts, then each Party to bear a Moiety thereof.

The Books to be printed during the Copartnership, to be for the Benefit of the joint Stock.

And if the Partners cannot agree about the Number or Price, then *A.* and *B.* pursuant to the Statute are authorised to determine it.

Copartnership.

ter relating thereunto, that then the same shall be determined by *R. K.* and *J. W.* Citizens and Stationers of *London*, who are hereby authorized to determine the same, and their Determination is hereby agreed to be conclusive to the said Parties to these Presents, and each of them shall be compelled to perform the same by a Rule of Court of *King's Bench* at *Westminster*, pursuant to a late Statute in that Case made and provided to this Purpose.

If any Doubt or Question shall arise relating to these Presents, the same to be determined by *C.* and *D.* if living;

If they die, then to two indifferent Men.

Or else by an Umpire.

If at the End of the Copartnership the Money and the Stock be not sufficient to clear the Debt, then each Party to bear a Money thereof.

And such Determination to be conclusive, and to be made a Rule of Court.

And lastly, It is also agreed in manner aforesaid, that if any Doubt, Question or Controversy shall arise between the said Parties to these Presents, for or about, or concerning this present Indenture, or any Clause, Proviso or Agreement herein comprised, or any Defect or Want of Explanation, or any Matter or Thing relating to this Copartnership, then, and as often as any such Doubt, Question, Controversy or Difference shall arise or happen, the same shall be referred to the Determination of the said *R. K.* and *J. W.* (if they shall be then living,) And in case of the Death of either of them, then to two indifferent Persons to be nominated and chosen from time to time by the said Parties to these Presents, within ten Days next after such Controversy shall arise and happen, (each of the said Parties to choose one) or else by an Umpire to be nominated by the said Persons so chosen, in case the said Person cannot agree and compose the same, and that each of the said Parties to these Presents, and their respective Executors or Administrators, shall stand to, abide, perform and keep such Order and Determination therein, as the said *R. K.* and the said *J. W.* or the said two indifferent Persons to be chosen as aforesaid, or the said Umpire so to be chosen as aforesaid, shall make and give up, so as such Order, Judgment and Determination of the said *R. K.* and *J. W.* or of such two indifferent Persons, or Umpire as aforesaid, of or concerning the Premises, be from time to time made and set down in Writing, under the Hands and Seals of the said *R. K.* and *J. W.* or of the said two indifferent Persons, or of the said Umpire, within ten Days next after such Doubt, Question or Controversy shall be referred to them or him as aforesaid; which said Determination is hereby agreed to be conclusive to the said Parties to these Presents, and each of them shall be compelled to perform the same by Rule of Court of *King's Bench Westminster*, pursuant to the said late Statute made in that case, and for this Purpose. In Witness, &c.

Covenant.

Covenant.

A Deed of Covenant between a Lord and his Bailiff, Receiver of his Fines and Amercements, &c. and also the Clerk of the Market in his Hundred.

THIS Indenture made the, &c. Day of, &c. in the, &c. Year of the Reign of our Sovereign, &c. Between the Right Honourable R. Earl of S. of the one Part, and S. B. of, &c. in the County of S. of the other Part: Whereas the said R. Earl of S. hath by his Deed under his Hand and Seal, bearing Date the Day next before the Day of the Date hereof, nominated, constituted and appointed the said S. B. during his Pleasure, to be his Bailiff and Receiver of all Fines of the Bench, Issues of the Bench, Issues before our Sovereign, &c. Issues before the Barons of the Exchequer, Amercements before the Justices of the Assize, Amercements before our Sovereign, &c. also of all Fines and Amercements forfeited at the General Sessions of the Peace, by the Tenants and Reliants within the Hundreds of the said R. Earl of S. of W. B. S. B. and S. in the County of S. any or either of them; And also to collect and receive all other Profits whatsoever happening or arising within the said Hundreds of W. B. S. B. and S. in the said County of S. belonging to the said Earl of S. in Right of his said Hundreds, and every of them, and also to distrain for the Non-payment thereof, and also to execute all Writs, Warrants and Process, which shall belong to him as Bailiff of the said Hundreds to execute; and further to do, execute and perform all and every other Act and Thing necessary to be done in and about the Premises, and the passing of an Account, and suing out of a *Quietus* for the said Hundreds, or either of them, in his Majesty's Court of Exchequer, according to the usual Course and Practice of the said Court, as by the said Deputation, Relation being thereunto had, more fully may appear: Now these Presents Witness, and the said S. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said R. Earl of S. his Executors, Administrators and Assigns, by these Presents, that he the said S. B. shall and will from Time to Time, during his Continuance of being Bailiff of the said Liberties and Hundreds,

Recital of the Deputation.

Bailiff and Receiver of all Fines within five Hundreds.

That he will faithfully collect the same.

well and faithfully collect and gather all Post-Fines arising or which shall arise and come of any Fines levied or to be levied of any Lands, Tenements and Hereditaments in the said Hundreds and Liberties, or any of them; And all Fines and Amercements imposed, or which shall be imposed, upon any of the Inhabitants of the said Hundreds and Liberties, every or any of them, at the Assises or Sessions holden or to be holden for the said County of S. and Issues of Jurors of the said Inhabitants of the said Hundreds and Liberties, or any or either of them, that are or shall be forfeited to the said R. Earl of S. and all Profits due or belonging to him in respect of any of the said Hundreds and Liberties within them, commonly called the Greenwax, according to the Extracts of the said Post-Fines, Issues of Jurors, Forfeitures, Fines and Amercements, from Time to Time issuing out of the Court of Exchequer at *Westminster*, and also all Fines and Amercements which are or shall be set or imposed at any Court-Leet or Leets holden or to be holden within the said Hundreds, and all Profits, Benefits and Perquisites of the said Court-Leets, or of the Hundred Courts, of Three Weeks Courts belonging to the said R. Earl of S. and also all Strays, Waifs, Goods and Chattels of Felons, Felons of themselves, Deodands, Wrecks of the Sea, and all other Profits, Commodities, Emoluments, Liberties and Privileges happening and arising, or which shall happen or arise within the said Hundreds and Liberties, or any of them, or to them or any of them belonging or in any wise appertaining, and also the Benefits of two Fairs yearly holden without the East Gate of the City of C. together with the Place and Benefit of the Clerk of the Market within the said Hundreds, and also the Common Fines payable at the several Leets to be holden within the said Hundreds; And also to seize all Heriots due or to be due to the said R. Earl of S. upon the Deaths or Alienation of all or any of his Tenants of any of his Manors or Lands in the said County of S. And thereof and of every Part thereof, half-yearly, to make a just and true Account to the said R. Earl of S. his Executors, Administrators or Assigns, and pay all the said Sum or Sums of Money to be received of, for and concerning the Premises, to the said R. Earl of S. his Executors or Administrators, at the Feast of the Annunciation of the Blessed Virgin *Mary* and St. *Michael* the Archangel, by even and equal Portions, or within twenty Days next ensuing the said Feasts respectively, in or at the said R. Earl of S.'s Mansion-House of S. in the said County of S. And that the said S. B. shall and will, so long as he shall continue Bailiff of the said Hundreds and Liberties, appear at every Assise, Gaol-Delivery and Quarter-Sessions to be holden for the said County of S. and there do and perform what to the Office of Bailiff of the said Hundreds and Liberties doth belong and appertain; And also shall

And seize Heriots,

And give a true Account thereof half yearly,

At the Earl's Mansion-House.
And shall appear at every Assise and Sessions,

shall, during the Time of his being and continuing Bailiff as afore-
 said, well, truly and diligently execute and make due and true
 Returns of all Warrants upon Mesne Process, Executions and all
 other Writs whatsoever which shall come unto his Hands as Bai-
 liff of the said Liberties or Hundreds, and shall and will well and
 truly, honestly and diligently in all Things execute the Place or
 Office of Bailiff of the said Hundreds and Liberties, during his
 Continuance of being Bailiff thereof; And also during the said
 Time, to the utmost of his Power, uphold, maintain and keep
 the Rights, Privileges and Franchises of and belonging to the
 said Bailiwicks and Liberties, and from time to time well and
 sufficiently save and keep harmless and indemnified the said
 R. Earl of S. his Heirs, Executors and Administrators, of and
 from all Escape and Escapes, Suit and Suits, Trouble, Damage,
 Costs and Charges whatsoever, which may happen or come to
 him, them, either or any of them, for or by reason or means
 of any Escape or Escapes or any other Matter or Thing whatso-
 ever, which he shall omit, commit, suffer or do as Bailiff of the
 said Hundreds and Liberties; And also of and from all Accounts
 in the Exchequer, Suits, Troubles, Damages, Fines, Penalties,
 Amercements, Mulcts and other Charges, that may happen to him,
 them or any of them, by reason of any Matter, Act or Thing
 to be committed, permitted or omitted by the said S. B. in or
 about the Execution of the said Office or in Relation thereunto;
 And also, That the said S. B. during his Continuance of being
 Bailiff of the said Liberties and Hundreds, shall from time to
 time attend and be present at all Tot and Tots of the Sheriff of
 the said County of S. for the time being, and at the said Charge
 of the said R. Earl of S. yearly take Schedules and Extracts out
 of the said Court of Exchequer of the said Post-Fines, Issues of
 Jurors, Fines and Amercements, and also shall yearly, at the said
 Earl's Charge, sue forth and obtain from the said Court of Ex-
 chequer Discharge and Discharges, commonly called a *Quietus est*,
 of, for and Concerning the said Extracts and Green-wax, and every
 of the said *Quietus est* deliver to the said Earl. And the said
 Earl for himself, his Executors and Administrators, in Conside-
 ration of the Premises, doth covenant, promise and grant, to
 and with the said S. B. his Executors and Administrators, by these
 Presents, That the said S. B. shall, during his Continuance of
 being Bailiff of the said Liberties and Hundreds, have all Bene-
 fits of the said Hundreds properly due to the Bailiff thereof only;
 And that the said R. Earl of S. out of all such Monies for Fines
 or otherwise, which the said S. B. shall upon every Account
 pay to the said Earl, shall allow and pay to the said S. B. the
 Sum of one Shilling out of every Twenty which he shall so pay
 unto the said Earl, and one Shilling for every Stray and Deo-
 dand, and all Felons Goods or waved Goods, which the said S. B.
 for and during the Time aforesaid shall bring or cause to be
 brought

And return all Warrants.

To indemnify the Earl from all E-
 scapes,

And from all Ac-
 counts,

And attend all the
 Tot and Tots of
 the Sheriffs.

And take an Ex-
 tract of the Assize,

And sue forth a
Quietus.

The Bailiff to have
 the Benefits of the
 Hundreds that are
 his proper Due.

And to have one
 Shilling in the
 Pound,

And one Shilling
 for every Stray.

Debtor and Creditor.

brought to S. House aforesaid, and there delivered to the Use and Benefit of the said Earl. In Witness, &c.

Covenant. Vide Annuity, 3. Bargain and Sale, 10, 12.

Debt. Vide Assignment, 9.

Debtor and Creditor.

An Assignment of one fourth Part of a Ship and Cargo, by a Widow, Executrix, in Trust for her late Husband's Creditors, with a Letter of Attorney.

(1) **T**HIS Indenture Sexpartite made the, &c. Between G. S. Widow, Relict and Executrix of T. S. late of London, Merchant deceased, of the first Part, Sir C. C. Bart. Sir J. A. Knt. E. T. Esq; T. G. Gent. and R. B. Merchant, Assignees under the Commission of Bankrupt against Sir S. E. late of London Knt. on the second Part, R. G. of London, Merchant, on the third Part, Dame M. L. of London, Widow, T. M. of London, Gent. and H. L. Citizen and Fishmonger of London, Executors of the Last Will and Testament of Sir S. L. Knt. late, &c. who was Executor of the Last Will and Testament of his Son T. L. late of, &c. Merchant deceased, on the fourth Part, E. H. of London, Clerk, A. P. H. M. of, &c. Jewellers, J. S. of, &c. Widow, H. S. of, &c. Gent. E. M. of, &c. Taylor, J. C. of London, Widow, B. S. of, &c. Silkman, and J. K. of, &c. and L. M. of, &c. Merchants, on the fifth Part, and H. R. of, &c. Mariner, and R. H. of, &c. Mariner, of the sixth Part, Witnesseth, that whereas the said T. S. in or about the Year of our Lord 1705. was together with T. S. Sen. E. L. and J. B. of London, Merchants, possessed of or intitled unto a certain Ship or Vessel called the *Windsor Frigate*, in equal four Parts, and also of and unto the Cargo or Lading of Goods and Merchandizes put on Board the said Ship, (which was then bound on a Voyage to the

Recital that four Persons were Possessed of a Ship in four equal Parts, and also of the Cargo of the said Ship (which was bound and went to the East Indies) in like equal fourth Parts.

East

East Indies, where she afterwards arrived) in like equal fourth Parts; And whereas the said *T. S.* and *J. B.* (since deceased) were Supercargoes of the said Ship in the said Voyage, and did together with *T. C. Jun.* (Son of the said *E. C.*) lay out and invest in Goods and Commodities at *Surat* in the *East Indies* aforesaid, of their own proper Estates Exclusive of the afore-mentioned Cargo, fifteen thousand four hundred sixty-two *Rupees* and forty one *Pise*, which Goods last mentioned were laden on Board the said Ship the *Windsor Frigate*, then bound on a Voyage from *Surat* aforesaid to *Buffero*, and from thence to *Bengale*; and by a certain Writing or Invoice dated at *Surat* aforesaid the 12th Day of *March Anno Dom. 1707.* signed by the said *T. S. J. B.* and *T. C. Jun.* (wherein the Particulars of all the said last mentioned Goods and Commodities were set down and expressed) it was agreed and declared, that the same were and should be upon the Account and Risque of the said *T. S. J. B.* and *T. C. Jun.* in the Proportions following, (that is to say) six thousand four hundred thirty-two *Rupees* and thirty-seven *Pise* for the Account and Risque of the said *T. S.* six thousand four hundred seventy *Rupees* and four *Pise* for the Account and Risque of the said *J. B.* and the remaining two thousand five hundred and sixty *Rupees* for the Account and Risque of the said *T. C. Jun.* as by the said Writing or Invoice, Relation being thereunto had, may more fully appear: And whereas at the Time of the Decease of the said *T. S.* there was one or more Suit or Suits depending at Law, and in the High Court of Chancery, between the said *T. S.* and the said *R. G.* and the said *Sir S. E.* or some of them as Plaintiff or Plaintiffs against the said *T. C. Sen. E. C. T. C. Jun.* or some of them, and other Defendants, touching the said Ship and Cargoes, and the Voyage she made or was to have made to and in the *East Indies* as aforesaid, and back again to *London*, and also touching and concerning the Interest, Produce and Return of the said six thousand four hundred thirty-two *Rupees* and thirty-seven *Pise* laid out and invested in Goods and Commodities as aforesaid, upon the Account and Risque of the said *T. S.* and touching the Loss and Damage sustained by the said *T. S.* by Reason that the said Ship did not sail from *Buffero* to *Bengale* aforesaid, but proceeded from *Buffero* on her Voyage to *London*; and touching several other Transactions and Proceedings of the said *T. S. J. B.* and *T. C. Jun.* during the said Voyages, in one of which Causes a Decree was made in the said High Court of Chancery on or about the sixth Day of *June* in the Year of our Lord 1717. whereby an Account was ordered to be taken by Mr. *Dormer*, one of the Masters of the said Court, of the Proceedings of the said Voyage; and the said Master was to examine and certify what Damages the said *T. S.* sustained by Reason of the said Ship's not sailing from *Buffero* to *Bengale* aforesaid, according to the Agreement made for that Purpose between the said *T. S.* and the said *J. B.*

That two of the said Persons were Supercargoes of the said Ship, and laid out several Sums of Money in Goods

And by their Deed in Writing declared their Proportions that belonged to each of them.

Recital of Suits in Law and Chancery between the said Parties relating to the said Ship and Cargo.

Recital of a Decree in Chancery, ordering an Account to be taken by one of the Masters, of the Proceedings of the said Voyage.

Which Account was not taken by Reason of the Death of T. S. one of the Parties.

Recital of Debts owing by him at the Time of his Decease.

Recital of an Indenture whereby the said T. S. had assigned over to E. H. all his Share in the said Ship and Cargo, &c.

and such other Directions were given touching the rest of the Demands of the said T. S. R. G. and Sir S. E. as in the Order made upon the hearing of the said Cause are particularly mention'd and expressed: But by Reason of the Death of the said T. S. which happened in or about the Month of *June Anno Dom. 1712.* the said Account hath not yet been taken; nor hath the said T. S. or the said R. G. and Sir S. E. or any of them, had any Relief under or by Virtue of their said Decree, or otherwise, for any of the Matters in Question as aforesaid; And whereas the said T. S. was, at the Time of his Decease, indebted unto the said R. G. and Sir S. E. in the Sum of one thousand three hundred Pounds, or thereabouts, upon a Mortgage to them made of his fourth Part of the said Ship, or otherwise; an Account of which Debt was directed by the said Decree to be taken and certified by the said Master, and was also indebted to the above named T. L. or the said Sir S. L. as his Executor, in the Sum of seven hundred and thirty Pounds six Shillings, besides Interest, by Virtue of a Bond given by the said T. S. to the said T. L. bearing Date the 16th Day of *November Anno Dom. 1709.* for or on Account of the Sum of three thousand three hundred and twenty-nine *Rupees* advanced by him to the said T. S. in *Bengale* aforesaid for the better enabling the said T. S. to make an Investment, and provide a Cargo of fine Goods there for the said Ship the *Windsor Frigate*, which ought to have sailed from *Buffero* aforesaid to *Bengale*, but instead thereof proceeded directly on her homeward bound Voyage from *Buffero* to *London*, by Reason whereof the said T. S. was obliged to dispose again of the Cargo provided by him in *Bengale* for the said Ship, and the Damages and Losses which he thereby sustained, amounted to the said Sum of three thousand three hundred twenty-nine *Rupees*, or upwards; and was also indebted to the abovenamed E. H. in the Sum of two hundred and fifty Pounds principal Money, to the said J. P. and H. M. in the Sum of two hundred and two Pounds; to the said J. S. in the Sum of one hundred and two Pounds five Shillings; to the said H. S. in the Sum of fifty Pounds; to the said E. G. in the Sum of thirty Pounds; to the said J. C. in the Sum of twenty-five Pounds; to the said B. S. in the Sum of fifty Pounds; to the said K. G. in the Sum of thirty-five Pounds: And whereas by Indenture bearing Date on or about the 18th of *Feb. 1711,* made between the said T. S. of the one Part, and the said E. H. of the other Part (reciting as therein is recited,) the said T. S. for the said Considerations therein mentioned, did grant, bargain, sell, assign, and set over unto the said E. H. all his Part, Share, and Interest of and in the said Ship the *Windsor Frigate*, and of and in the Goods, Commodities and Cargo on Board the said Ship, and also all and every Sum and Sums of Money, Goods, Commodities, Stock, Share, or Interest in any Monies, Goods and Things whatsoever, due, owing, coming, belonging, or payable unto the said T. S. from any Person or Persons whomsoever, upon

upon Account or in Respect of the said Ship the *Windsor Frigate*, or her Cargo, or any Part thereof, in the aforesaid Voyage, or any other Voyage or Voyages by her made, to or from any Port or Place whatsoever; and also the said six thousand four hundred and thirty-two *Rupees* and thirty-seven *Pise* laid out and invested as aforesaid, and every Part thereof, with all the Increase, Benefit, Interest and Advantage, that could or might be gotten thereby; To hold to the said *E. H.* his Executors and Administrators, as his and their own proper Monies, Goods and Estate, for ever; In Trust nevertheless that the said *E. H.* his Executors and Administrators should, as soon as might be after he or they should be possessed of the said Monies, Goods, Effects and other Things, pay, retain and keep to him or themselves, the said Sum of two hundred and fifty Pounds, and also pay to the said *A. P. H. M. J. S. H. S. E. G. J. C. B. S.* and *K. G.* severally and respectively, and to their several and respective Executors, Administrators and Assigns, the several and respective Sums of Money herein above-mentioned, or recited to be due to them respectively, (or in Proportion to their said several Debts, in case the said assigned Premises should not extend to pay the whole) and after Payment of the said several Debts as aforesaid, then in Trust to pay to himself and the said several other Persons, their Executors, Administrators and Assigns, all such Interest Monies, or other Sums of Money, as should be then due for their said Debts, or any of them, (or in Proportion to their said several Debts, in case there should not be enough to pay the whole Interest) and after such Payments as aforesaid, then in Trust to pay the Overplus (if any) to the said *T. S.* his Executors, Administrators or Assigns: Now this Indenture witnesseth, That the said *G. S.* at the Request and Desire as well of the said *T. H.* and of the said several other Creditors of her said late Husband herein above-mentioned, for whom the said *E. H.* is a Trustee as aforesaid, as also of the above-named Dame *M. L. T. M.* and *H. L.* respectively, testified by their being Parties to, and executing of these Presents, and for the better securing the Payment of the said several Debts and Sums of Money to them respectively due and owing as aforesaid, in such Manner and Proportion as is herein after expressed; and in Consideration of five Shillings of lawful Money to her in Hand paid, at or before the Sealing and Delivery of these Presents, by the said *E. H.* the Receipt whereof is hereby acknowledged, Both bargained, sold, assigned, set over, ratified and confirmed, and by these Presents Both bargain, sell, assign, set over, ratify and confirm unto the said *E. H.* all such Part, Share and Interest of and in the said Ship the *Windsor Frigate*, and the Goods, Commodities and Cargoes, which were loaded on Board the said Ship in the aforesaid Voyages, or any other Voyage or Voyages, and of and in the Produce or Returns thereof,

In Trust for Payment of his Debts.

Reserving to himself the Overplus.
G. S. Widow of the said *T. S.* at the Request of the Creditors, &c. and in Consideration, &c. paid by the said *E. H.*

Assigns to the said *E. H.* his Executors, &c. all such Share and Interest in the Premises,

As the said T. S. was intitled unto at the Time of his Death.

Which Account was taken by Reason of the Death of T. S. and of the Partition.

Also the whole Benefit of the said Decree in Chancery.

The Habendum.

Relating to him self the Overplus of G. S. Widow of the said T. S. as the Recd of the said Executors, &c. and in Consideration of the said E. H.

Upon Trust that the said E. H. his Executors, &c. after his and their own Charges, &c. deducted,

thereof, as the said T. S. was at the Time of his Decease interested in or intitled unto; and also all and every such Sum and Sums of Money, as were then due, or owing to, or demandable by him, of or from the said T. C. sen. E. C. and T. C. jun. and the Executors or Administrators of the aforesaid J. B. or any of them, for Commission, Factorage, Disbursements, Losses or Damages sustained in the aforesaid Voyage or Voyages, or by Reason of the said Ship's not sailing from *Buffero* to *Bengale* as aforesaid; or upon or for any other Account, Matter, Cause or Thing whatsoever; and likewise the full and whole Benefit and Advantage of the said Decree, and all such Sum and Sums of Money, or other Satisfaction as can or may be had, received, obtained and gotten under or by Virtue thereof, or otherwise, for all and every, or any the Matters in Question as aforesaid; and all the Right, Title, Interest, Benefit, Equity of Redemption, Claim and Demand whatsoever of her the said G. S. of, in, to or out of the said Premises, or any Part or Parcel thereof, in any wise whatsoever; To have, hold, receive, take and enjoy all and singular the said hereby bargained and assigned Premises, with their Appurtenances, unto the said E. H. his Executors and Administrators, as his and their own proper Estate for ever; upon the Trusts nevertheless, and to and for the Uses, Intents and Purposes herein after mentioned particularly: And this Indenture further witnesseth, That to the Intent the above-mentioned Dame M. L. T. M. and H. L. may join with the said E. H. and the several Creditors for whom he is a Trustee as aforesaid, and also with the said R. G. in the prosecuting of the said Decree, and in such other Measures as shall be thought proper for obtaining Satisfaction for their said respective Debts, and in the paying and defraying a proportionable Part of the Charges of the same, it is hereby declared and agreed, by and between the said E. H. by and with the Consent of the said several Creditors, for whom he is a Trustee as aforesaid, and the said Dame M. L. T. M. and H. L. that he the said E. H. his Executors, Administrators and Assigns, shall and will from henceforth stand and be possessed of and interested in all and singular the Premises assigned to him, as aforesaid, by the said recited Indenture; as also of the Premises so assigned and released to him, as aforesaid, by this present Indenture; Upon the Trusts, and for the Uses, Intents and Purposes herein after particularly mentioned, (that is to say) In Trust that the said E. H. his Executors, Administrators or Assigns, do and shall, as soon as may be, (after he, they, or any of them shall be possessed of the Money, Goods, Effects and Things by the said recited Indenture or this present Indenture assigned, and such Costs and Charges as shall and have been paid or expended in or about the Prosecution of the said Decree, or any other Suit or Suits which

which shall be commenced for the better Recovery of the said assigned Premises, or any Part thereof, or otherwise in relation to this Trust, shall be reimbursed and repaid,) deduct and retain to the Use of him the said *E. H.* his Executors, Administrators or Assigns, the said Sum of two thousand one hundred and fifty Pounds of lawful Money of *Great Britain*, and do and shall well and truly pay or cause to be paid unto the said *A. P.* and *H. M.* their Executors, Administrators or Assigns, the said Sum of two hundred and two Pounds of like Money; unto the said *J. S.* her Executors, Administrators or Assigns, the said Sum of one hundred and two Pounds five Shillings of like Money; unto the said *H. S.* his Executors, Administrators or Assigns, the said Sum of fifty Pounds of like Money; and unto the said *E. G.* his Executors, Administrators or Assigns, the said Sum of thirty Pounds of like Money; and unto the said *J. C.* her Executors, Administrators or Assigns, the said Sum of two hundred and fifty Pounds of like Money; and unto the said *B. S.* his Executors, Administrators or Assigns, the said Sum of fifty Pounds of like Money; and unto the said *K. G.* and *K.* their Executors, Administrators and Assigns, the said Sum of thirty-five Pounds of like Money; and to the said Dame *M. L. T. M.* and *H. L.* their Executors, Administrators or Assigns, the aforesaid Sum of seven hundred and thirty Pounds six Shillings of like Money, or in Proportion to their said several and respective Debts, in case the said Money so arising clear from the said assigned Premises shall not extend to pay the whole; and after Deduction or Payment of the said several Debts, or Sums of Money before mentioned, then upon Trust to pay himself and the said Dame *M. L. T. L. H. L.* and the said several other Creditors, for whom he stands a Trustee as aforesaid, their Executors, Administrators or Assigns, lawful Interest for the said Debts so to them respectively due or payable, or in Proportion to their said several and respective Debts, in case the said Money so arising clear from the said assigned Premises shall not be sufficient to pay all the said Interest; And after such Payments made as aforesaid, Then in Trust to pay the Overplus, if any, to the said *G. S.* her Executors, Administrators or Assigns: And for the better enabling the said *E. H.* his Executors, Administrators and Assigns, to have, obtain, recover and receive the full Benefit and Advantage of this present Assignment, upon the Trusts and for the Purposes aforesaid, she the said *G. S.* doth hereby make, ordain, constitute and appoint, and in her Stead and Place put and depute the said *E. H.* his Executors, Administrators and Assigns, jointly and severally, to be her true, lawful and irrevocable Attorney and Attornies, in her Name to ask, demand, sue for, recover and receive, acquit, release and discharge, all and singular the said assigned Premises, and every

Shall pay out of the Money he shall receive, by Virtue of this Assignment, to the several Creditors of the said *T. S.* their respective Debts;

Or to each of them their Proportion, in case the assigned Premises shall not amount to pay the whole:

And after such Payments, Then in Trust to pay the Overplus to the said *G. S.*

Letter of Attorney from the said *G. S.* to the said *E. H.*

Part and Parcel thereof; and also in her Name to prosecute and carry on the said Suit now depending in the Court of Chancery aforesaid, and to commence, prosecute and carry on any other Suit or Suits at Law, or in Equity, touching the said Premises against the said *T. C. sen. E. C. and T. C. jun.* or any other Person or Persons whatsoever, in such Manner as he the said *E. H.* his Executors, Administrators or Assigns, shall think proper; and to do and perform all other Acts, Matters and Things whatsoever which shall be needful or requisite in or about the Premises, or for the better executing the Trust hereby in him and them reposed, as fully and effectually as she the said *G. S.* her Executors or Administrators, or any of them, could or might do, if personally present; And the said *G. S.* doth hereby covenant and agree, to and with the said *E. H.* his Executors and Administrators, that she the said *G. S.* hath not done, committed or suffered, and that she, her Executors or Administrators, will not do, commit, or wittingly or willingly suffer any Act, Matter and Thing, whereby the Execution and Performance of this present Trust shall or may be prevented, defeated, hindred, or in any wise retarded or delayed; But on the contrary will do and perform all such Acts and Things as shall be reasonably required of her, for the further and better enabling of the said *E. H.* his Executors, Administrators and Assigns, to execute and discharge the said Trust, according to the true Intent and Meaning of these Presents: And the said *R. G.* by and with the Consent, and at the Request of the above-named *Sir C. C. Sir J. A. E. T. T. G. and R. B.* respectively, testified by their being Parties, and their Signing and Sealing these Presents; and the said Dame *M. L. T. M. and H. L. E. H. A. P. and H. M. J. S. H. S. E. G. J. C. B. S. — K.* — *G.* and — *H.* for themselves severally and respectively, and for their several and respective Executors, Administrators and Assigns, and not the one for the other, or for the Executors, Administrators or Assigns of the other, do, and each and every of them doth covenant, promise and agree, to and with the above-named *H. R. and R. H.* their Executors, Administrators and Assigns, by these Presents, That they the said *R. G. Dame M. L. T. M. and H. L. E. H. A. P. and H. M. J. S. H. S. E. G. J. C. B. S. — K. — G. and H.* their Executors, Administrators or Assigns respectively, shall and will from Time to Time advance and pay to the said *H. R. and R. H.* their Executors, Administrators or Assigns, upon Request, their several and respective Proportions, according to the *Quantum* or Amount of their said several and respective Debts, of all and every such Sum and Sums of Money, as they the said *H. R. and R. H.* their Executors or Administrators, shall find necessary and direct to be paid, for or towards the carrying on or prosecuting the said Suit

Covenant that the said *G. S.* hath not done, nor will do any thing to hinder or defeat the Execution of this present Trust:

But will do all such Things as may the better enable the said *E. H.* to perform the same.

Covenant, that the Creditors will contribute in Proportion towards the Expences of any Suits in Law or Chancery, concerning the assigned Premises:

Suit now depending in the said Court of *Chancery*, or the commencing or prosecuting any other Suit at Law, or in Equity, against the said *T. C. sen. E. C.* and *T. B. jun.* or any of them, or any other Person or Persons whatsoever, for, touching or concerning the said assigned Premises, or any Part or Parcel thereof, or which shall be otherwise needful to be expended or laid out; Or to reimburse any Cost, Charge or Expence, which they the said *H. R.* and *R. H.* their Executors, Administrators or Assigns, or the said *E. H.* his Executors, Administrators or Assigns, shall expend, disburse, or be put unto in relation to any such Suit or Suits, or in or about the Execution or Performance of the Trust hereby in them reposed; **Provided always,** That if the major Part of the Contributors shall at any Time agree to stop farther Proceedings, and by Writing under their Hands give Notice to the said Trustees, their Executors, Administrators or Assigns, **Then** from that Time all Suits and Proceedings shall be stopped, or else shall be carried on by the rest of the Contributors at their own proper Charge; and from that Time the Persons giving such Notice, shall be intirely discharged from any further Contribution, and what shall be afterwards recovered shall be divided and paid unto and amongst the rest of the said Contributors, to their own proper Use and Behoof: **And lastly,** It is agreed between the said *G. S.* and the said *R. G.* by such Consent and Request as aforesaid, testified as aforesaid, and the said *E. H.* and all the rest of the Creditors aforenamed, That the first, and all other the Money, which shall be obtained or recovered by Virtue of the said Decree, or otherwise, from the said *T. C. sen. E. C.* and *J. C. jun.* or any of them, either upon the particular Security belonging to the said *R. G.* and the said *S. E.* deceased, or on the Account of the Goods or other Demands assigned, as aforesaid, by the said recited Indenture, and this present Indenture to the aforesaid *E. H.* shall, in the first Place, go and be applied to answer and reimburse the said Parties the Costs and Charges of prosecuting the said Decree, and of carrying on such other Suits as shall be thought proper for the Ends and Purposes aforesaid, until such Costs and Charges shall be therewith and thereout fully answered and reimbursed; and that the Surplus only shall be paid or answered according to the respective Interests of the said Parties therein, in such Manner as is herein above mentioned, (that is to say,) the Surplus of the Money arising from the Security made as aforesaid, to the said *R. G.* and Sir *S. E.* shall be paid to the said *R. G.* and the above-named Assigns under the Commission of Bankrupt against the said Sir *S. E.* according to the respective Interests therein; and the Surplus arising from the Premises, wherein the said *E. H.* is a Trustee as aforesaid, shall be paid to and between himself and the rest of the said Parties to these Presents,

Or reimburse the Trustees.

Proviso, That if the major Part of the Contributors shall agree to stop the Proceedings, then upon giving Notice, they shall be stopped, or carried on by the other Contributors at their own Charge, and what shall be afterward recovered shall be for their Use only.

Covenant how the Money recovered shall be disposed of.

fents, for whom he is herein before mentioned to be a Trustee, according to their respective Debts herein before expressed. In Witness, &c.

An Agreement betwixt a Man and his Creditors.

(2)

Recital of the
several Debts.

Covenant for the
Payment of several
Sums of Money at
several Times to
some of the Credi-
tors with Consent
of the others.

THIS Indenture, made, &c. Between *J. L.* of *London*, Wine-Cooper, on the one Part, and *J. V. E. D. S. N. N. M. A. G. &c.* Creditors of the said *J. L.* on the other Part: Whereas the said *J. L.* on the Day of the Date of these Presents, stands justly indebted to his said Creditors in the several Sums of Money following, (that is to say) to the said *J. V.* in the Sum of, &c. to the said *E. D.* in the Sum of, &c. to the said *S. N.* in the Sum of, &c. to the said *N. M.* in the Sum of, &c. to the said *A. G.* in the Sum of, &c. in all amounting to the Sum of, &c. which said several Sums of Money the said several Creditors, at the Request and Desire of the said *J. L.* are contented, and do hereby respectively agree to accept and take in such Manner or Proportion as is herein after mentioned: **Now this Indenture Witnesseth,** That the said *J. L.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with his said several Creditors above-named, their Executors and Administrators, by these Presents, That he the said *J. L.* his Heirs, Executors, and Administrators, or some of them, shall and will, by and with the Consent, Direction, Nomination and Appointment of his said other Creditors respectively, testified by their being made Parties to these Presents, and Sealing and Delivering hereof, well and truly pay, or cause to be paid unto the said *J. V.* and *E. D.* their Executors and Administrators, some or one of them, the full Sum of, &c. of lawful, &c. on, &c. next ensuing the Date of these Presents, or within three Days after, and so the Sum of, &c. more of like lawful Money monthly on, &c. of every Month then next and successively following, or within three Days after, until the Sum of, &c. Part of the said Sum of, &c. be thereby paid and satisfied; and shall and will likewise pay, or cause to be paid unto the said *J. V.* and *E. D.* their Executors and Administrators, some or one of them, the further Sum of, &c. on, &c. of the Month next and immediately following the last Payment of the said Sum of, &c. being the Residue, and in full Satisfaction and Discharge of the aforesaid Sum of, &c. and of all other Sum and Sums of Money now due or owing to the said Creditors above-

above-named, or any of them respectively, Upon special Trust and Confidence nevertheless, and to the Intent and Purpose that they the said *J. V.* and *E. D.* their Executors and Administrators, shall and will, upon Demand, pay and satisfy unto each and every of the said Creditors above-named, an equal Part and Share of all such Sum and Sums of Money as shall from Time to Time be so paid to them, or either of them respectively, by the said *J. L.* in Proportion to the several Debts herein before-mentioned to be due to them the said *J. V.* and *E. D.* and the rest of the said Creditors respectively; And the said *J. V.* *E. D.* *S. N.* *N. M.* *A. G.* &c. for themselves severally and respectively, and for their several and respective Executors, Administrators and Assigns, and not the one for the other, do, and each of them doth hereby covenant and promise, to and with the said *J. L.* his Executors and Administrators, That unless and until some Default shall happen to be made by the said *J. L.* his Executors or Administrators, of or in Payment of the said Money herein before covenanted to be paid, or of some Part thereof, contrary to the true Intent and Meaning of the said Covenant, they the said Creditors above-named, or any of them, their or any of their Executors or Administrators respectively, shall not nor will sue, arrest, imprison, implead, attach, seize, levy, condemn or prosecute the said *J. L.* his Heirs, Executors or Administrators, or any of them, or his or their Lands or Tenements, Goods or Chattels, or any Part thereof, for or upon the Account of the said Sums of Money, or any other Sum or Sums of Money now due or owing to them, or any of them respectively in any wise howsoever; And in case the said Creditors, their Executors or Administrators, or any of them respectively, shall before such Default made, act or do contrary to the said Covenant, be the said *J. L.* shall be, and is hereby for ever acquitted and released of and from all Sum and Sums of Money, Bills, Bonds, Reckonings, Accounts and Demands whatsoever, due, owing or belonging to, or which may or might be asked, claimed or demanded by such of the said Creditors respectively, so acting or doing contrary to the said Covenant, for any Matter, Cause or Thing whatsoever, unto the Day of the Date of these Presents: And the said *J. L.* doth hereby covenant and promise, to and with the said *J. V.* and *E. D.* their Executors and Administrators, and the rest of the said Creditors above-named, That within the Space of one Day next after they the said *J. V.* *E. D.* and the rest of the said Creditors above-named have sealed and executed these Presents, he shall and will deliver to, and leave with them the said *J. V.* and *E. D.* or one of them, a true Account of all his Stock or Quantity of, &c. that he had by him on the, &c. and also a true List or Account of all the Goods and separate Debts now due or owing to him from any Person or Persons whatsoever, together

Upon Trust to be equally divided among them all in Proportion to their several Debts.

Covenant that unless Default be made in Payment, &c. the Creditors shall not sue, &c.

And that if they do sue, &c. the Debtor to be acquitted of all Debts due to them.

Covenant to give an Account of all his Effects and Debts owing to him.

with an Account of their Names and Places of Abode who owe the same. In Witness, &c.

An Assignment by an Executor, and others, of a Bond and Judgment, in Trust for Creditors, with a Letter of Attorney.

(3) **T**HIS Indenture Quahypartite made, &c. Between N. O. of, &c. Merchant, Executor of the Last Will and Testament of J. P. late of, &c. Barber-Chirurgion, deceased, and P. P. of, &c. Widow, Relict of the said J. P. of the first Part, R. L. of, &c. of the second Part, W. S. of, &c. Merchant, of the third Part, and L. F. of, &c. of the fourth Part: **W**hereas Sir J. E. of London, Bart. by the Name of Sir J. E. of the City of York, Bart. by Bond or Obligation, bearing Date, &c. became bound to the said R. L. in the Penal Sum of, &c. conditioned for Payment of, &c. on, &c. then next coming, and for the better securing the Payment of the said Money, the said Sir J. E. executed a Warrant of Attorney, bearing even Date with the said Bond, for confessing Judgment upon the said Bond in his Majesty's Court of King's Bench, by Virtue of which Warrant a Judgment was afterwards had, and still remains upon Record in the said Court of King's Bench as of Trinity Term in the Year, &c. for, &c. Debt, besides Costs of Suit, as by the said Bond or Obligation, and the Records of the said Court, Relation being thereunto severally had, may more at large appear: **A**nd whereas by Indenture, bearing Date, &c. made between the said R. L. on the one Part, and the said J. P. deceased, on the other Part, the said R. L. for the better securing the Payment of several Sums of Money therein mentioned to be due and owing by him to the said J. P. did, amongst other Things, assign to the said J. P. his Executors, Administrators and Assigns, the said Bond or Obligation, and the Money due thereupon, together with the said Warrant of Attorney, and all Benefit or Advantage to be had or made thereby, as by the said Indenture of Assignment, Relation being thereunto had, may more fully appear: **A**nd whereas upon an Account this Day made up and stated between the said R. L. and the said N. O. and P. P. there appears to be due and owing from the said R. L. to the Estate of the said J. P. deceased, for the Principal Money and Interest, secured by the said recited Assignment, and upon other Accounts, the full and just Sum of, &c. **A**nd whereas the said

Recital of the
Bond and Judg-
ment;

And of the Af-
signment of it.

R. L. by Writing under his Hand and Seal, bearing Date, &c. did assign to the said W. S. all his Right, Title, Interest and Demand, of, in or to the said recited Bond and Judgment, and the Money thereby payable, as a Security for the Payment of the Sum of, &c. from him then and still due and owing from the said R. L. to the said W. S. And whereas the said R. L. being also indebted to several other Persons, whose Names, together with the Sums to them respectively owing, are mentioned and expressed in the Schedule indented, hereunto annexed, hath agreed that the said Bond and Judgment, and the Money thereupon due, or to grow due, shall after Payment of the said Debts owing as aforesaid to the Estate of the said J. P. deceased, and to the said W. S. be made subject and liable to the Payments of the Debts mentioned in the said Schedule, in equal Shares and Proportions one with the other: Now this Indenture witnesseth, That in Consideration of five Shillings a-piece to the said N. O. W. S. and R. L. in Hand paid by the said L. F. he the said N. O. at the Request and Desire of the said R. L. and by and with the Consent and Approbation of the said P. P. testified by their being Parties, and Signing and Sealing hereunto, and also the said W. S. at the like Request and Desire of the said R. L. testified as aforesaid; and he the said R. L. for the better securing, raising and paying the several Debts so as aforesaid due and owing by the said R. L. in such Order and Manner as is herein after mentioned and expressed, have, and each and every of them hath assigned, transferred and set over, and by these Presents do, and each and every of them doth assign, transfer and set over unto the said L. F. the said recited Bond or Obligation, and the Judgment thereupon obtained as aforesaid, and all such Sum and Sums of Money as are now due or payable upon or by Virtue thereof, and also all other Sum or Sums of Money due, owing or payable by or from the said Sir J. E. to the said R. L. upon any other Security, or for any other Cause, Matter or Thing whatsoever, and all the Right, Title, Interest, Benefit, Advantage, Claim and Demand whatsoever of them the said N. O. W. S. and R. L. or any of them, of, in or to the Premises, or any Part or Parcel thereof; To have and to hold all and singular the said hereby assigned Premises, and every Part or Parcel thereof, unto the said L. F. his Executors, Administrators and Assigns from henceforth for ever, upon the Trusts, and to and for the several Uses, Intents and Purposes herein after mentioned, (that is to say) Upon Trust that out of the Money, that shall be raised or received by the said L. F. his Executors, Administrators or Assigns, by Virtue of the said Bond and Judgment, or of this present Assignment, he shall in the first Place, after Deduction of necessary Charges and Expences, pay and satisfy to the said N. O. his Executors, Administrators and Assigns, the above mentioned Sum

Assignment of all the Premises.

The Habendum.

In Trust for the Payment of several Sums of Money.

Sum of, &c. due and owing as aforesaid by the said R. L. to the Estate of the said S. P. deceased, with Interest for the same to the Time of such Payment; And after full Payment made of that Money, then upon Trust in the next Place, that he shall pay and satisfy to the said W. S. his Executors, Administrators, or Assigns, the above-mentioned Sum of, &c. to him due and owing by the said R. L. with Interest for the same to the Time of such Payment; and after such Payment made of the said last mentioned Sum, then upon Trust to pay and satisfy to the several Persons named in the said Schedule hereunto annexed, their Executors, Administrators or Assigns respectively, the several Debts and Sums of Money therein mentioned to be due and owing to them respectively, together with Interest for the same in Proportion to the *Quantum* of their respective Debts, by an equal Pound-Rate, without any Preference of Priority until the whole Debts be paid, or as far as the Money, which shall be so raised or reserved, will extend towards the same; And upon Trust to pay the Overplus of the said Money (if any there shall be) unto the said R. L. his Executors, Administrators or Assigns; And each of them the said N. O. and W. S. for himself, his Heirs, Executors and Administrators, and not the one for the other, or for the Acts or Deeds of the other, doth hereby covenant, promise and agree, to and with the said L. F. his Executors, Administrators and Assigns, That they the said N. O. and W. S. or either of them respectively, have not nor hath made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the said recited Bond or Obligation, or the said recited Judgment thereupon obtained, or the Money thereby payable, or any Part thereof, is, are, shall or may be released or discharged, or whereby the said L. F. his Executors, Administrators or Assigns, shall or may be hindred or prevented from having and receiving the full Benefit and Advantage of this present Assignment; And the said B. L. for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree to and with the said L. F. his Executors, Administrators, and Assigns, in Manner and Form following, (that is to say) that the said Sum of, &c. with the Interest thereof, from the Time the same became payable by the aforesaid Bond, is now justly and *bona fide* due and owing to him the said R. L. by the said Sir G. E. upon the aforesaid Bond and Judgment, and that the said Bond and Judgment are now in full Force and Virtue, and not in any wise released or reversed, and shall so continue and remain until the said principal Sum of, &c. and till the Interest thereof be paid and satisfied; And also, That the said R. L. and the said N. O. and W. S. some or one of them, now have or hath in him or themselves good Right, full Power, and true and lawful Authority to assign and set over

Covenant that the Bond, &c. is not released or discharged;

And that the Money is *bona fide* due thereon.

Covenant, that the Parties have full Power to assign. &c.

Debtor and Creditor.

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over the said Bond and Judgment, and all other the said hereby assigned Premises, and every Part and Parcel thereof, unto the said *L. F.* his Executors, Administrators or Assigns, in Manner and Form aforesaid; and that he the said *R. L.* hath not made, done, committed or suffered, And that he, his Executors or Administrators shall not, nor will make, do, commit or suffer any Act, Matter or Thing, whereby or by Reason or Means whereof the said *L. F.* his Executors, Administrators or Assigns, shall or may be hindred in, or prevented in or from the receiving and obtaining the full Benefit and Advantage of this Assignment, according to the true Intent and Meaning thereof, but shall and will in all Things, upon Request, be aiding and, assisting to them, and will do, perform and execute all and every, or any other Act, Matter or Thing, which they shall think needful or requisite for the better or more speedy Recovery of the Money hereby assigned; And the said *R. L.* doth hereby constitute and appoint the said *L. F.* his Executors, Administrators and Assigns, to be his lawful Attorney or Attornies, in his Name to ask, demand, sue for, levy, recover, receive, acquit, release and discharge the Money hereby assigned, and every or any Part thereof, and upon Receipt thereof to deliver up the said Bond, and cause Satisfaction to be acknowledged upon the Record of the said Judgment, or other proper Discharge in his Name to make and give, and also in his Name to commence, prosecute, perform and do all such further and other Act, Matters and Things relating to the Premises, as they or any of them shall think needful or requisite; And lastly, it is agreed by all the said Parties to these Presents, That all such Charges, Costs and Expences, as the said *L. F.* his Executors or Administrators shall disburse, expend or be put unto, in or about the Premises, shall in the first Place be deducted and retained out of the Money which shall come to his or their Hands, by Virtue of these Presents. In Witness, &c.

Letter of Attorney.

Covenant for reimbursing the Charges of the Trustee.

A Composition with Creditors.

TD all People to whom these Presents shall come, we whose Names and Seals are hereunder set, Creditors of, &c. send Greeting: Whereas the said, &c. at the Day of the Date of these Presents, doth justly owe, and is indebted unto the said several Creditors hereunder written, in divers and several Sums of Money: But by Reason of many Losses, great Hinderances, and other Damages happened unto the said, &c. he is utterly unable to pay and satisfy us our full Debts, with such Goods, Chattels, Wares

(4)

Recital that he is indebted.

Creditors resolv'd
to undergo a Loss,
and to accept 5 s.
in the Pound,

By Composition.

In Discharge of
their Debts,

To be paid in six
Months.

The Creditors
covenant with the
Debtor that he may
dispose of his Goods
toward Payment of
5 s. in the Pound.

And that for the
Future they will
not Arrest, &c. for
any Debt now due.

So that he pay the
Composition.

Wares and Merchandises which he hath, which we the said Creditors are unwilling to accept of, or any Ways to intermeddle with the same; therefore we the said Creditors have resolved and agreed to undergo a certain Loss, and to accept of five Shillings for every Pound owing by the said, &c. to us the several and respective Creditors, whose Names are hereunto subscribed, to be paid in full Satisfaction and Discharge of our said several and respective Debts: Now know ye, that we the Creditors of the said, &c. do for our selves severally and respectively, and for our several and respective Executors, Administrators and Assigns, covenant, promise, compound and agree to and with the said, &c. his Executors, Administrators and Assigns, and to and with every of them by these Presents, that we the said several and respective Creditors, and our several and respective Executors, Administrators and Assigns, shall and will accept, receive and take from the said, &c. for each and every Pound that the said, &c. doth owe, and is indebted unto us the said several and respective Creditors, whose Hands are hereunto set, the Sum of 5 s. in full Discharge and Satisfaction of the several Debts and Sums of Money, that the said, &c. doth owe, and is indebted unto us the said Creditors, so that the said Sum of five Shillings, to be paid for each and every Pound that the said, &c. doth owe and is indebted unto us the said Creditors, who have hereunto subscribed our Hands, be paid to us the said several Creditors, or to our several Executors, Administrators or Assigns, within the Term or Space of six Months next after the Date hereof. And we the said several Creditors do severally and respectively, for our selves, and our several and respective Executors, Administrators and Assigns, covenant, promise and agree to and with the said, &c. his Executors, Administrators and Assigns, that he the said, &c. his Executors and Administrators, shall and may from Time to Time, and at all Times within the said Term and Space of, &c. next ensuing the Date hereof, assign, sell, or otherwise dispose of his said Goods and Chattels, Wares and Merchandises at his own Freewill and Pleasure, for and towards the Payment and Satisfaction of the said five Shillings for each and every Pound, that the said, &c. doth owe and is indebted as aforesaid unto us the said Creditors; And that neither we the said, &c. or any of us, or the Executors, Administrators and Assigns of us, or any or either of us, shall or will at any Time or Times hereafter sue, arrest, molest, trouble, imprison, attach or condemn the said, &c. or his Goods and Chattels, for any Debt or other Things now due and owing to us, or any of us, so that the said, &c. do well and truly pay, or cause to be paid, the said five Shillings for every Pound he doth owe and is indebted to us the said, &c. in Manner and Form aforesaid. In Witness, &c.

Demise.

Demise. Vide Leases, 3.

Deputation. Vide Office, 2, 3, 4. Account, 1.
Agreements, 2.

Distribution. Vide Bankrupt, 4.

Endorsement. Vide Mortgage, 16.

Grants.

A Grant of the next Avoidance of a Living.

THIS Indenture, made the, &c. Day of, &c. in the, &c. Year of the Reign of our Sovereign, &c. *Annoque Domini*, &c. Between *E. B.* Citizen and Haberdasher of *London*, of the one Part, and *R. F.* Citizen and Goldsmith of *London*, of the other Part, Witnesseth, That the said *E. B.* for divers good Causes and Considerations him the said *E. B.* hereunto moving, hath given and granted, and doth by these Presents give and grant unto the said *R. F.* his Executors, Administrators and Assigns, the first and next Donation, Nomination, Presentation, and free Disposition of the Rectory or Parsonage of the Church of *P.* in the County of, &c. And that it shall and may be lawful to and for the said *R. F.* his Executors, Administrators and Assigns, whensoever, howsoever, and by whatsoever Means, by Death, Resignation, Privation, Cession, Permutation, or by any other Ways or Means whatsoever, the aforesaid Church of *P.* shall from henceforth happen to be void, to present any one fitting, honest and learned Man thereunto, and to do all other Things which belongeth to the Office and Duty of a Parson, and to do for the fulfilling of such first and next Vacation or Avoidance only as fully and amply as he the said *E. B.* in that Behalf might do, if these Presents had not been made; And the said *E. B.* doth hereby for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise and grant to and with the said *R. F.* his Executors, Administrators and Assigns, that

Covenant of Grant.

(I)
 And that the Grantee shall present on the first Vacancy.

Covenant that the Grantor hath full Power to dispose.

Leases and Demises.

And upon Request to make further Assurance.

that he the said *E. B.* hath full Power and lawful Authority to give, grant and dispose of the next Presentation of and in the aforesaid Rectory and Church of *P.* to the said *R. F.* his Executors, Administrators and Assigns in Manner aforesaid; And further that he the said *E. B.* his Heirs or Assigns shall and will from Time to Time, and at all Times hereafter, at the reasonable Request, and Costs and Charges of him the said *R. F.* his Executors, Administrators and Assigns, make, do and execute, or cause to be made, done and executed, such further and other reasonable Act and Acts, Thing and Things, Conveyance and Assurance in the Law whatsoever, for the further, better and more absolute giving and granting of the said next Presentation of, in, and to the aforesaid Rectory and Church of *P.* unto him the said *R. F.* his Executors, Administrators and Assigns, as by him the said *R. F.* his Executors, Administrators and Assigns, or his or their Counsel learned in Law, shall be reasonably devised or advised and required. In Witness, &c.

Leases and Demises.

A Lease for a Year, if Lessor so long live.

(I)

The Considerations.

The Habendum.

THIS Indenture, made, &c. Between *E. C.* of London, Widow, of the one Part, and *R. F.* Citizen and Embroiderer of London, of the other Part, Witnesseth, That the said *E. C.* for and in Consideration of the Sum of five Shillings of lawful Money of, &c. to her in Hand paid by the said *R. C.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof she doth hereby acknowledge, and for divers other good Causes and Considerations her hereunto moving, hath bargained, sold and demised, and by these Presents doth bargain, sell, and demise, unto the said *R. F.* all that Messuage or Tenement, (*prout* in Release, *usque* and all the Estate,) **To have and to hold** the said Messuage or Tenement, Piece or Parcel of Land, and all and singular other the Premises herein before mentioned or intended to be hereby bargained and sold, with their and every of their Rights, Members and Appurtenances, unto the said *R. F.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, unto the full End and Term of one whole Year from thence next ensuing, and fully

fully to be compleat and ended, if the said *E. C.* shall so long live; **Yielding and paying** therefore unto the said *E. C.* or her Assigns, the Rent of one Pepper-Corn upon the Feast-Day of *St. Michael* the Archangel now next ensuing, (if lawfully demanded) and no more; **To the Intent**, That by Virtue of these Presents, and of the Statute for transferring Uses into Possession, the said *R. F.* may be in the actual Possession of the said Messuage or Tenement, and other the said hereby bargained Premises, with their Appurtenances, and be thereby enabled to accept and take a Grant and Release of the Reversion and Freehold thereof to him, his Heirs and Assigns, during the Life of the said *E. C.* by Indenture intended to be made between the said *E. C.* on the one Part, and the said *R. F.* on the other Part, and to bear Date the Day next after the Day of the Date of these Presents. **In Witness, &c.**

The Reddendum.

To the Intent the Lessee may be in Possession of the Premises, to enable him to take a Grant thereof.

A Lease for the Life of the Releasor.

THIS Indenture made, &c. Between *E. C.* of London, Widow, of the one Part, and *R. F.* of, &c. Embroiderer, on the other Part: **Whereas** *J. C.* of London, Esq; deceased, late Husband of the said *E. C.* did by his last Will and Testament, bearing Date, &c. (amongst other Things) give and devise unto the said *E. C.* the Messuage or Tenement, Piece or Parcel of Ground, with the Outhouses, Buildings, Orchard, Garden, and other the Appurtenances herein after particularly mentioned and expressed, for and during the Term of her Natural Life, as by the Will, remaining in the Prerogative Court of *Canterbury*, Relation being thereunto had, may more at large appear: **Now this Indenture Witnesseth**, That the said *E. C.* for and in Consideration of the Sum of, &c. of lawful, &c. to her in Hand paid by the said *R. F.* the Receipt whereof she doth hereby acknowledge, and thereof and of and from every Part and Parcel thereof doth acquit, release and discharge the said *R. F.* his Heirs, Administrators and Assigns, and every of them, for ever by these Presents, **hath** granted, bargained, sold, aliened, released and confirmed, and by these Presents doth fully, clearly and absolutely grant, bargain, sell, alien, release and confirm unto the said *R. F.* in his actual Possession now being, by Virtue of a Bargain and Sale, and Demise to him made by the said *E. C.* by Indenture bearing Date the Day next before the Day of the Date of these Presents, for the Term of one Year, commencing from the Day next before the Day of the Date of the same Indenture, if she the said *E. C.* shall so long live, and by Force and Virtue of the Statutes

(2)

Recital of a Will.

Covenant of Release.
The Consideration.

The Premises.

The Habendum for
Life of the Re-
lessor.

Covenant that the
Relessor is lawfully
seised of the Pre-
mises for the Term
of Life.

for transferring Uses into Possession, and to his Heirs and Assigns, **All** that Messuage or Tenement, situate, &c. formerly in the Tenure or Occupation of, &c. afterwards of, &c. after that of, &c. since of, &c. late of, &c. and now or late of the said R. F. **And** also all that Piece or Parcel of Land and Ground, containing by Estimation, &c. more or less, with the Appurtenances, lying and being next or near adjoining to the said Messuage or Tenement on the South Side thereof, now or late also in the Tenure or Occupation of the said R. F. **And** all Barns, Buildings, Stables, Orchards, Backsides, Gardens, Ways, Easements, Commons, Common of Pasture, Profits, Commodities, Hereditaments and Appurtenances whatsoever, to the said Messuage or Tenement, and the said Piece or Parcel of Ground belonging or in any wise appertaining; **And** the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the Premises, and of every Part and Parcel thereof; **And** all the Estate, Right, Title, Interest, Use, Trust, Claim and Demand whatsoever, of her the said E. C. of, in, to or out of the said Messuage or Tenement, Piece or Parcel of Land, and other the Premises, and of, in, to or out of every or any Part or Parcel thereof in any wise howsoever, together with all Deeds, Evidences and Writings whatsoever, touching and concerning the Premises, which she the said E. C. now hath in her Custody or Power, or can or may come by without Suit in Law; **To have and to hold** the said Messuage or Tenement, Piece or Parcel of Land, and all and singular other the Premises herein before mentioned or intended to be hereby granted, released or confirmed, with their and every of their Rights, Members and Appurtenances, unto the said R. F. his Heirs and Assigns, for and during the Natural Life of the said E. C. to the only proper Use of the said R. F. his Heirs and Assigns, during the Natural Life of the said E. C. **And** the said E. C. for herself, her Heirs, Executors and Administrators, and for every of them, doth covenant, promise and agree to and with the said R. F. his Heirs and Assigns, and to and with every of them, by these Presents, in Manner and Form following, (that is to say) that she the said E. C. (for and notwithstanding any Act, Matter or Thing, had, made, committed or done, or wittingly or willingly suffered by her or her late Husband to the contrary) at the Enfealing and Delivery of these Presents, is and stands lawfully and rightfully seised of and in the said Messuage or Tenement, Piece or Parcel of Land, and all other the Premises herein before mentioned or intended to be hereby granted and released, with their and every of their Rights, Members and Appurtenances of a good, sure, perfect, absolute and indefeasible Estate of Freehold for and during the Term of her natural Life, without any Condition, Trust, Power of Revocation, or Limitation of Use or Uses, or other Restraint, Matter or Thing whatsoever, to alter, change, charge, impeach, defeat, incumber

incumber or make void the same; And that she the said *E. C.* (for and notwithstanding any such Act, Matter or Thing as aforesaid) now hath in herself good Right, full Power, and lawful Authority to grant, bargain, sell, alien, release and confirm the said Messuage or Tenement, Piece or Parcel of Land, and all and singular other the Premises herein before-mentioned or intended to be hereby granted or released, with their and every of their Appurtenances unto the said *R. F.* his Heirs and Assigns, during her Life, in Manner and Form aforesaid; And also, that he the said *R. F.* his Heirs and Assigns, shall or may from Time to Time, and at all Times hereafter during her Life, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said hereby released Messuage or Tenement, Piece or Parcel of Land, and other the Premises, with their and every of their Rights, Members and Appurtenances, and receive and take the Rents, Issues and Profits thereof, and of every Part and Parcel thereof, to his and their own proper Use and Behoof, without any lawful Let, Suit, Trouble, Denial, Eviction, Ejection or Interruption of or by the said *E. C.* or any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under her or her said late Husband, (except as herein after is excepted) And that free and clear, and freely and clearly acquitted, exonerated and discharged of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers and Titles of Dower, Uses, Wills, Intails, Mortgages, Statutes Merchant and of the Staple, Recognizances, Extents, Executions, Fines, yearly Payments, and all Arrearages thereof, and of and from all other Estates, Titles, Troubles, Charges or Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered by her the said *E. C.* or her said late Husband, or by or through her or his Act, Means, Consent, Neglect, Default, Privity or Procurement, Except one Indenture of Lease bearing Date, &c. made by her the said *E. C.* to *H. K.* of London, Merchant, deceased, of the said hereby released Premises for the Term of, &c. commencing, &c. at the yearly Rent of, &c. payable quarterly, under which said Lease the said *R. F.* now holds the said Premises: And further, That she the said *E. C.* and all and every other Person and Persons having or lawfully claiming, or which can or may lawfully have or claim any Estate, Right, Title, Interest, Benefit or Demand of, in, to or out of the said Messuage or Tenement, Piece or Parcel of Land, and other the aforesaid Premises, or any Part thereof, during the Life of the said *E. C.* by, from or under her the said *E. C.* or her said late Husband, shall and will from Time to Time, and at all Times hereafter, at the reasonable Request, Costs and Charges in the Law of the said *R. F.* his Heirs or Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied,

And hath full Power to bargain and sell the same.

Covenant for quiet Enjoyment.

And that the Premises are free from all Incumbrances.

Except one Indenture of Lease.

Covenant for further Assurance.

And had full
Power to bargain
and sell the same

Covenant for quiet
Enjoyment of such
Part of the Pre-
misses as is Copy-
hold;

Covenant for quiet
Enjoyment of such
Part of the Pre-
misses as is Copy-
hold;

And to make a
Title thereof.

levied, suffered and executed all and every such further and other lawful and reasonable Acts, Matters and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect Assuring and Conveying of the said Messuage or Tenement, Piece or Parcel of Land and Premises, with their and every of their Appurtenances, unto the said R. F. his Heirs and Assigns, during the natural Life of the said E. C. as by the said R. F. his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required, so as the Person or Persons who are to make such further Assurance be not compelled or compellable to travel further than the Cities of London or Westminster for the doing thereof, and so as such further Assurances contain no further or other Covenant or Warranty than against the Person or Persons making the same: And lastly, That the said R. F. his Heirs or Assigns, shall or lawfully may peaceably and quietly hold and enjoy all such Part of the Yard, Orchard or Garden belonging to the Premises, as is or is reputed to be Copyhold, without any Manner of Let, Suit, Hindrance or Interruption at any Time or Times hereafter, during the natural Life of the said E. C. of or by her the said E. C. or any Person or Persons lawfully claiming or to claim by, from or under her or her said late Husband, or by or through his or her Act, Means, Consent, Neglect, Default, Privity or Procurement, And that she and all lawfully claiming under her will upon Request, and at the Cost and Charges of the said R. F. his Heirs or Assigns, make and do all such Acts and Things, as shall be reasonably required for the making of a Title to him and them, of, in and to such Part of the Premises as is Copyhold, during the Life of the said E. C. as aforesaid. In Witness, &c.

A Demise of a Messuage, &c. for a Term of Years.

(3) **T**HIS Indenture made, &c. Between W. S. of, &c. Gent. and F. his Wife on the one Part, and J. P. Citizen and Cordwainer of London on the other Part, Witnesseth, That the said W. S. and F. his Wife, for and in Consideration of the Rents, Covenants and Agreements herein after reserved and mentioned on the Part and Behalf of the said J. P. his Executors, Administrators and Assigns, to be paid, kept and performed, and for other good Causes and Considerations them thereunto moving, Have demised, leased and to Farm letten, and by these Presents do demise, lease and to Farm let, unto the

Covenant of De-
mise,

the said *J. P.* all that Messuage or Tenement, with the Appurtenances, situate, lying and being, &c. Except and always out of this present Demise reserved unto and for the said *W. S.* and *F.* his Wife, their Executors, Administrators and Assigns, and the Inhabitants of the said Messuage or Tenement in the Tenure of, &c. for the Time being, the Water-course or Passage for Water, made under or thorough the Shop of the said hereby demised Messuage for Conveyance of Water from the Yard or back Part of the said Messuage in the Tenure of the said *W. B.* into, &c. and free Liberty of Ingress, Egress and Regress into, upon or over the said hereby demised Messuage, for him the said *W. S.* and *F.* his Wife, their Executors, Administrators, Tenants, Workmen and Assigns, at all Times convenient during the Term hereby granted, to cleanse, repair and amend the same Water-course; **To have and to hold** the said Messuage or Tenement, and all and singular other the Premises, with the Appurtenances above by these Presents demised, or meant, mentioned or intended to be demised (except before excepted) unto the said *J. P.* his Executors, Administrators and Assigns, from the Feast-Day of the Birth of our Lord Christ now last past, for and during, and unto the full End and Term of, &c. **Yielding and paying** therefore yearly and every Year, during the said Term, unto the said *W. S.* and *F.* his Wife, their Executors, Administrators and Assigns, the yearly Rent or Sum of, &c. of lawful, &c. at the four most usual Feasts or Terms of Payment in the Year, (that is to say) At the Feasts of the, &c. by even and equal Portions: **And** the said *J. P.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said *W. S.* and *F.* his Wife, their Executors, Administrators and Assigns, by these Presents, in Manner and Form following; (that is to say) that he the said *J. P.* his Executors, Administrators and Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter, during the said Term of Years, well and truly pay, or cause to be paid unto the said *W. S.* and *F.* his Wife, their Executors, Administrators or Assigns, the said yearly Rent or Sum of, &c. in such Manner and Form as the same is herein before reserved and made payable; **And also**, That he the said *J. P.* his Executors, Administrators and Assigns, at his, their or some of their own proper Costs and Charges, shall and will well and sufficiently repair, support, sustain, pave, cleanse, amend and maintain the said Messuage or Tenement hereby demised, and the Sinks, Pavements, Privies and Wydraughts thereunto belonging, in, by and with all and all manner of needful and necessary Reparations and Amendments whatsoever, from Time to Time, when and as often as Need shall require during the Term aforesaid, and at the End of the said Term, or other sooner Determination of this present Lease, (which first shall happen) shall and will leave, surrender and yield up the said Messuage or Tenement, and Premises hereby demised,

Excepting a Water-course,

And free Ingress &c. to repair the same.

Habendum for a Term of Years.

Reddendum a certain Rent payable quarterly:

Covenant for Payment of the Rent.

Covenant to repair the Premises,

And leave them in good Repair at the End of the Term, together with all Locks, &c.

Covenant that the
Lessor may view
the Premises, &c.

And to give No-
tice in Writing of
the Want of Re-
pairs.

Covenant that the
Lessee will repair,
&c.

Covenant for Re-
entry, in case the
Rent be not paid,
or the Premises
not repaired.

demised, with their Appurtenances, unto the said *W. S.* and *F.* his Wife, their Executors, Administrators and Assigns, well and sufficiently repaired, supported, sustained, paved, cleansed and amended as aforesaid, together with all such Locks, Doors, Keys, Bolts, Glass and glazed Windows, Wainscots, Partitions and such like, which now are or hereafter shall be set up and fixed within or about the Premises, or any Part thereof, (and shall not be removeable by the Custom of the City of *London*) whole, safe and undefaced; And also, That he the said *J. P.* his Executors, Administrators and Assigns, shall and will quietly permit and suffer, and it shall and may be lawful to and for the Grand Landlord or Landlords of the said demised Premises for the Time being, and also for the said *W. S.* and *F.* his Wife, their Executors, Administrators and Assigns, and every or any of them, with such Workmen and others, as he, she, they or any of them shall think fit, or without, at all Times convenient in the Day-time during the said Term, to enter or come into or upon the said hereby demised Premises, and into every or any Part thereof, there to view, search and see whether the same, and every Part thereof, be in good and sufficient Repair or not, And of the Default, Decays and Wants of Reparations so then or there found, to give or leave Notice or Warning in Writing at or in the said hereby demised Messuage, to or for the said *J. P.* his Executors, Administrators and Assigns, to repair and amend the same within the Space of, &c. then next following: Within which said Space of, &c. the said *J. R.* doth hereby for himself, his Executors, Administrators and Assigns, further covenant and promise, to and with the said *W. S.* and *F.* his Wife, their Executors, Administrators and Assigns, well and sufficiently to repair and amend the same accordingly. Provided always, That if it shall happen the said yearly Rent or Sum of, &c. before by these Presents reserved, shall be behind and unpaid in Part or in all, by the Space of, &c. next after any of the said Feast-Days, on which the same ought to be paid as aforesaid, (being lawfully demanded) or if the Reparations of the said demised Premises shall not be made and done from Time to Time within, &c. next after Notice or Warning given or left for the doing thereof as aforesaid, according to the true Intent and Meaning of these Presents, That then and from thenceforth, and at all Times after, in either of the said Cases, it shall and may be lawful to and for the said *W. S.* and *F.* his Wife, their Executors, Administrators and Assigns, or any of them, into the said hereby demised Premises, and into every or any Part thereof, in the Name of the whole, wholly to re-enter, and the same as in his or their former Estate to re-possess and have again; and the said *J. P.* his Executors, Administrators and Assigns, and all others, thereout and from thence utterly to expel, put out and amove; this Indenture or any Thing herein contain'd to the contrary thereof in any wise notwithstanding.

standing. And the said *J. P.* for himself, and the said *F.* his Wife, their Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said *J. P.* his Executors, Administrators and Assigns by these Presents, That he the said *J. P.* his Executors, Administrators and Assigns, well and truly observing, performing, paying, fulfilling and keeping all and singular the Covenants, Grants, Articles, Payments and Agreements herein contain'd, on his or their Parts to be paid, kept and performed, shall or lawfully may, during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said demised Premises with the Appurtenances, without any lawful Let, Suit, Trouble, Expulsion, Eviiction or Interruption of or by the said *W. S.* and *F.* his Wife, their Executors, Administrators or Assigns, or any of them, or of or by any other Person or Persons by his, her or their Act, Means, Title, Consent, Default, Neglect or Procurement; and that clearly discharged of and from the yearly Rent, payable by the said *W. S.* and *F.* his Wife, their Executors, Administrators and Assigns, to the Head Landlord or Landlords of the said Premises for the Time being, (for the same Premises, with other Things held by the said *W. S.* and *F.* his Wife, for a longer Term than is hereby granted) and of and from all Actions, Suits, Costs, Expences and Damages whatsoever, touching or concerning the same, or any Part thereof. And lastly, It is hereby covenanted, concluded and agreed by and between all the said Parties to these Presents, for themselves, their Executors, Administrators and Assigns, in Manner and Form following; (that is to say) That any of the said Parties, his, her, or their Executors, Administrators or Assigns, shall and may at his or their Liberties, Wills or Pleasures, fasten or set up Boards or Blinds in such wise or manner as may only hinder the Prospect or Looking out of the Window, in the back Part of the Shop of the hereby demised Messuage into the Yard of the said other Messuage, in the Tenure of the said *W. B.* out of the said Yard into the same Shop, thereby not obscuring or hindring the Light coming in through the same Window into the said Shop; And also, That if the said *W. S.* and *F.* his Wife, their Executors, Administrators or Assigns, shall at any Time, during the Term hereby granted, be minded to take the Shop now in the Possession of, &c. (being Part of the Messuage or Tenement hereby demised) into his, her, their or any of their own Hands, Use or Possession, or otherwise to let or dispose thereof, and shall give unto the said *J. P.* his Executors, Administrators or Assigns, six Months Notice in Writing of such his, her, their or any of their Intention, that at or immediately after the End or Expiration of the said six Months it shall and may be lawful to and for the said *W. S.* and *F.* his Wife, their and each of their Executors, Administrators or Assigns, to enter upon, hold and enjoy the said Shop from thenceforth, during all the Rest and

Covenant for quiet Enjoyment on the Lessee's performing all Covenants, &c.

And that the Lessor shall pay the Ground-Rent.

Covenant that any of the Parties may set up Boards to hinder the Prospect of the Shop into the Yard of the other Messuage.

Covenant that the Lessor may upon six Months Notice take the Shop into his own Hands;

Residue

And the Lessee to
defalk a certain
Sum out of the
Rent reserved.

Residue of the said Term, which shall be then to come and un-
expired; And that from the Time of such Entry, the said *W. S.*
and *F.* his Wife, their Executors, Administrators and Assigns
shall and will discount and allow, or otherwise it shall and may
be lawful to and for the said *J. P.* his Executors, Administrators
and Assigns, or any of them, to defalk and retain the Sum of
£c. yearly and every Year out of the said Rent of, *£c.* hereby
reserved, which is to be in full Satisfaction for the said Shop; any
thing herein before contained to the contrary notwithstanding.
In Witness, &c.

A Demise of a Messuage, &c. for a Term of Years.

(4)

The Considera-
tion.

Covenant of De-
mise.
The Premises.

Habendum for a
Term of Years.

Reddendum of a
certain Rent, pay-
able Half-yearly.

THIS Indenture made, &c. Between *N. L.* of, &c. free
Mason, of the one Part, and *W. S.* of *London*, Merchant
of the other Part, Witnesseth, That the said *N. L.* as well for
and in Consideration of the Sum of fifty Pounds of lawful, &c.
to him in Hand paid by the said *W. S.* as a Fine or Income, the
Receipt whereof he doth hereby acknowledge, and thereof doth
release and discharge the said *W. S.* his Heirs, Executors and Admi-
nistrators, by these Presents, as also of the Rents, Covenants and
Agreements herein after reserved and contained on the Part and
Behalf of the said *W. F.* his Executors, Administrators and Af-
signs, to be paid, kept and perform'd, Hath demised, granted, and
to Farm let, and by these Presents doth demise, grant, and to Farm
let unto the said *W. S.* all that Messuage or Tenement, &c. with
their and every of their Appurtenances, situate, lying and being,
&c. late in the Tenure or Occupation of, &c. and now in the Te-
nure or Occupation of him the said *W. S.* adjoining *Eastward*, &c.
together with all Ways, Passages, Waters, Watercourses, Lights,
Easements, Privileges and Appurtenances whatsoever, to the same
Premises belonging, or in any wise appertaining; **To have and
to hold** the said Messuage or Tenement, and all and singular
other the Premises herein before mentioned or intended to be
hereby demised, with their and every of their Appurtenances,
unto the said *W. S.* his Executors, Administrators and Assigns
from the Feast-Day of, &c. now last past for and during, and
unto the full End and Term of, &c. from thence next ensuing,
and fully to be compleat and ended; **Yielding and Paying**
therefore yearly and every Year, during the said Term, unto the
said *N. L.* his Heirs and Assigns, the yearly Rent or Sum of, &c.
of lawful, &c. on two of the most usual Feast-Days or Times of
Payment

Payment in the Year; (that is to say) the Feast-Days of, &c. And the said *W. S.* for himself, his Heirs, Executors, Administrators and Assigns doth covenant, promise and agree to and with the said *N. L.* his Heirs and Assigns, by these Presents, in Manner and Form following; (that is to say) that he the said *W. S.* his Executors, Administrators and Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter, well and truly pay or cause to be paid unto the said *N. S.* his Heirs or Assigns the said yearly Rent or Sum of Money of, &c. of lawful, &c. at the Days or Times herein before-mention'd or appointed for Payment thereof, by even and equal Portions as aforesaid; And that he the said *W. S.* his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times hereafter during the said Term, at his and their own proper Costs and Charges, well and sufficiently repair, support, uphold, sustain, maintain, pave, purge, scour, clean, amend and keep the said Messuage or Tenement, and all and singular other the Premises hereby granted, with their and every of their Appurtenances, by and with all and all Manner of needful and necessary Reparations and Amendments, when, where and as often as Need or Occasion shall be or require; And the same Premises, and every Part thereof, with the Appurtenances, so being well and sufficiently repaired, supported, upheld, sustained, maintained, paved, purged, scour-ed, cleansed, amended and kept, together with the several Goods and other Things in, &c. hereunto annexed, in as good Plight and Condition, as the same now are, reasonable Use and Wearing thereof in the mean time only excepted, at the End of the said Term, or other sooner Determination of this present Lease, which shall first happen, shall and will peaceably and quietly leave, surrender and yield up unto the said *N. L.* his Heirs or Assigns without Contradiction in any wise; And also that it shall and may be lawful to and for the said *N. L.* his Heirs and Assigns, or any of them, with Workmen or Others, or without, twice or oftner in every Year, yearly during the said Term, at his or their Wills or Pleasures, at seasonable Times, in the Day-time, to enter and come into and upon the said demised Premises, or any Part thereof, there to view, search and see the State and Condition of the Reparations thereof, and to give or leave Notice or Warning in Writing, at the said demised Premises, to or for the said *W. S.* his Executors, Administrators or Assigns, for the repairing and amending of all such Defects, Decays and Wants of Reparations, as upon any such View or Views shall be found needful to be repaired and amended within, &c. next after such Notice or Warning; Within which said Time of, &c. next after every or any such Notice or Warning he the said *W. S.* for himself, his Executors, Administrators and Assigns doth covenant, promise and agree to and with the said *N. L.* his Heirs and Assigns by these Presents, well and sufficiently to repair and amend

Covenant for Payment of the Rent.

Covenant that the Lessee shall repair, &c.

Covenant to leave the Premises in good Repair at the End of the Term.

Covenant that the Lessor, &c. may come upon the Premises to view the Repairs.

And give Notice of what is in Decay.

And that the Lessee shall repair within, &c. after such Notice.

Covenant for Re-entry in case the Rent be not paid, or the Premises not repaired after Notice as aforesaid.

Covenant that in Case the Rent be paid, and the Conditions, &c. performed, the Lessee shall enjoy the Premises during the Term, without any Interruption, &c.

Covenant to save harmless against Rents reserved in a Lease of Part of the Premises made for a longer Term of Years.

amend the same Defects, Decays and Wants of Reparations accordingly. **Provided always**, that if it shall happen the said yearly Rent or Sum of, &c. shall be behind or unpaid in Part or in all by the Space of, &c. next over or after any of the said Feasts or Days of Payments thereof before mentioned, (being lawfully demanded) or if the Reparations of all and singular the said demised Premises, shall not from Time to Time, during the said Term, be well and sufficiently made and done within three Months after every Notice or Warning given or left for doing thereof as aforesaid, that then and in every or any of the said Cases it shall and may be lawful to and for the said *N. L.* his Heirs and Assigns, or any of them, into the said demised Premises, with the Appurtenances, and into every Part thereof, in Name of the Whole, wholly to re-enter, and the same to have again, retain, repossess and enjoy, as in his or their first or former Estate, and the said *W. S.* his Executors, Administrators and Assigns, and all other the Occupiers and Possessors of the said demised Premises, or any Part thereof, thereout, and from thence utterly to expel, put out and amove; this Indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding; **And** the said *N. L.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree to and with the said *W. S.* his Executors, Administrators and Assigns, and to and with every of them by these Presents, in Manner and Form following; (that is to say,) that he the said *W. S.* his Executors, Administrators and Assigns, paying the said yearly Rent of, &c. in Manner and Form aforesaid, and also observing, performing, fulfilling and keeping all and singular the Covenants, Articles, Clauses, Provisoos, Conditions and Agreements herein before contained, which on his or their Parts are or ought to be observed, performed, fulfilled and kept according to the true Intent and Meaning of these Presents, shall or may lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, and all other the said hereby demised Premises, with the Appurtenances, for and during the said Term of, &c. hereby granted, without any lawful Let, Suit, Trouble, Denial, Eviction, Molestation or Hindrance of or by the said *N. L.* his Heirs or Assigns, or of or by any Person or Persons whatsoever lawfully claiming or to claim by, from or under him, them or any of them, or by or through his, their, or any of their Acts, Means, Consent, Neglect, Default or Procurement; **And also**, that he the said *N. L.* his Heirs, Executors, Administrators and Assigns, shall and will from time to time, and at all times well and sufficiently save, defend, keep harmless, and indemnified the said *W. S.* his Executors, Administrators and Assigns, and his and their Goods and Chattels, of, from and against the Rent or Rents reserved, due or payable for the above mentioned Piece or Parcel of Ground lying,

ing, &c. hereby demised; which said Piece of Ground the said *N. L.* holdeth by Lease from, &c. for a longer Term of Years than is hereby granted, and of, from and against all Actions, Suits, Distresses, Re-entries, Troubles and Damages, which shall or may arise or happen for or by reason of the said Rent or Rents in any wise howsoever. And lastly, That if the said *W. S.* his Heirs or Assigns, shall at any time within the said space of, &c. hereby granted, be minded or desirous to purchase the said hereby demised Premises, being all (excepting the aforementioned Piece of Ground) Copyhold of Inheritance, and holden of his Manor of, &c. and now vested in the said *N. L.* in Fee, according to the Custom of the said Manor, at or for the Rate or Sum of, &c. of lawful, &c. and shall give Notice of such his or their Mind or Desire in Writing to the said *N. L.* his Heirs or Assigns, at any time before the Expiration of one Month next after the first nine Years of the said Term, he the said *N. L.* his Heirs and Assigns shall and will, at any time after such Notice upon Request to him or them made for that purpose, by the said *W. S.* his Heirs or Assigns during the said Term, upon Payment or Tender of the Sum of, &c. in due Form of Law, and according to the Custom of the said Manor, surrender the said Messuage or Tenement, and Garden, and all and singular other the Premises hereby demised, with their Appurtenances, (except only the said Piece of Leasehold Ground) and all his and their Estate and Interest therein, To the Use and Behoof of the said *W. S.* his Heirs and Assigns for ever, freed and discharged of and from all and all manner of former and other Surrenders, Titles, Troubles, Charges and Incumbrances whatsoever, then or at any time theretofore had, made, committed, done or wittingly or willingly suffered, by him the said *N. L.* or any Person or Persons, lawfully claiming or to claim, by, from or under or in Trust for him; And that he the said *W. S.* his Executors, Administrators and Assigns shall and will at the same time, for the Considerations aforesaid, in due Form of Law assign and transfer to the said *W. S.* his Executors, Administrators and Assigns, the aforesaid Piece of Ground, together with the Indenture of Lease, by which the same shall be then held, and all his and their Right, Title and Demand thereunto, for all the Residue of the Term of Years which shall be then to come in such Lease, freed and discharged from all such former and other Titles, Troubles, Charges and Incumbrances as aforesaid. In Witness, &c.

Covenant that the Lessee shall surrender the Premises to the Lessor, if he desire to purchase the same,

At any Time within a Month after the Expiration of the first nine Years,

To the Use of the Lessor and his Heirs for ever.

A Lease

*A Lease from St. Thomas's Hospital of
several Messuages, &c.*

(5) **T**HIS Indenture, made, &c. Between the Mayor and Commonalty and Citizens of *London*, Governors of the Possessions, Revenues and Goods of the Hospitals of *Edward* late King of *England* the Sixth, of *Christ*, *Bridewell*, and Saint *Thomas* the Apostle, on the one Part, and *E. E.* Citizen and Dyer of *London*, on the other Part, *Witnesseth*, That as well for and in Consideration of the Sum of, &c. for and in the Name of a Fine or Income by the said *E. E.* in Hand, at or before the Sealing and Delivery of these Presents, to the said Mayor and Commonalty and Citizens, Governors aforesaid, well and truly paid, the Receipt whereof they do hereby acknowledge, and thereof do acquit, release and discharge the said *E. E.* his Executors and Administrators by these Presents, as for and in Consideration of the Rents and Covenants herein after reserved, mentioned and contained, on the Part and Behalf of the said *E. E.* his Heirs, Executors, Administrators and Assigns, to be paid, kept and perform'd, they the said Mayor and Commonalty and Citizens, Governors aforesaid, have demised, granted, and to Farm let, and by these Presents do demise, grant, and to Farm let, unto the said *E. E.* All those eight Messuages or Tenements, with the Appurtenances situate, &c. the Dimensions and Extent of which said Messuages or Tenements are particularly expressed and described in the Scheme and Ground-Plot thereof to these Presents annexed, and all Lights, Ways, Yards, Easements, Water-courses, Commodities and Appurtenances whatsoever thereunto belonging, or in any wise appertaining; **To have and to hold** the said Messuage or Tenements and Premises, with the Appurtenances, unto the said *E. E.* his Executors, Administrators and Assigns, from, &c. unto the full End and Term of, &c. from thence next ensuing, and fully to be compleat and ended; **Yielding and Paying** therefore yearly and every Year, during the said Term, unto the said Mayor and Commonalty and Citizens, Governors aforesaid, and their Successors, or to the Receiver or Rent-Gatherer of the said Hospital of Saint *Thomas* the Apostle, for the Time being, for the Use of the said Hospital, at or in the Compting-house thereof, situate, &c. the yearly Rent or Sum of, &c. at the four most usual Feast-Days or Times of Payment in the Year, (that is to say) the Feast-Days of, &c. by even and equal Portions; **And** the said *E. E.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said Mayor

Consideration of a
Sum of Money in
the Name of a
Fine,

And likewise of
Rents and Cove-
nants, &c.

Covenant of De-
mise.
The Premises.

Habendum for a
Term of Years.

Reddendum a cer-
tain Rent payable
quarterly.

Covenant for Pay-
ment of the Rent.

Mayor and Commonalty, and Citizens, Governors aforesaid; and their Successors, in Manner following, (that is to say) that he the said *E. E.* his Executors, Administrators and Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said Mayor and Commonalty and Citizens, Governors aforesaid, their Successors or Assigns, the said yearly Rent or Sum of, &c. And that he the said *E. E.* his Executors, Administrators and Assigns, or some of them, shall and will at his or their, or some of their own proper Costs and Charges, well and sufficiently repair, support, sustain, pave, glaze, cleanse, empty, amend, maintain and keep the said demised Messuages or Tenements and Premises, and the Pavements, Privies and Wydraughts thereunto belonging, in, by and with all and all Manner of needful and necessary Reparations and Amendments whatsoever from Time to Time, and all Times hereafter, when, where, and as often as Need or Occasion shall be or require, during the Term aforesaid, and in the End, or other sooner Determination of this present Lease or Demise (which shall first happen) shall and will leave, surrender and yield up the said hereby demised Premises, with the Appurtenances, unto the said Mayor and Commonalty, and Citizens, Governors aforesaid, and their Successors, so being well and sufficiently repaired, supported, sustained, paved, cleansed, amended, maintained and kept as aforesaid, together with all Doors, Locks, Keys, Bolts, Glass and Glass Windows, Wainscots, Partitions, and such like Things which now are or hereafter shall be fixed or fastned unto the said Messuages or Tenements, or any Part thereof; And also, That it shall and may be lawful to and for the said Mayor and Commonalty, and Citizens, Governors aforesaid, and their Successors, and to and for their Officers and Workmen, or any of them, twice or more in every Year, during the Term hereby granted, to enter and come into and upon the said demised Premises, or any Part thereof, there to view, search and see, the State and Condition of the Reparations of the same, and of the Decays, Defaults and Wants of Reparations then and there found, to give or leave Notice or Warning at or in the said demised Premises, to or for the said *E. E.* his Executors, Administrators and Assigns, to repair and amend the same, within the Space of three Months then next following; Within which said Space of three Months next after every or any such Notice or Warning, the said *E. E.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said Mayor and Commonalty, and Citizens, Governors aforesaid, and their Successors, That he the said *E. E.* his Executors, Administrators and Assigns, or some of them, shall and will at his and their own proper Costs and Charges, from Time to Time well and sufficiently repair and amend the same with good sound Materials; And further, That upon every Assign-

Covenant that the Lessee shall repair, &c.

And at the End of the Term leave the Premises in good Repair.

Covenant that the Lessors, &c. may view the Premises twice a Year, and give Notice of the Wants of Repairs to the Lessee,

Who covenants to amend the same within 3 Months after such Notice.

Covenant to pay an Alienation-Fine upon every Assignment.

Covenant that if any Controversy arise, the Lessee shall stand by the Award of the Treasurer, &c. of the said Hospital.

Covenant for quiet Enjoyment upon Payment of the Rent, &c.

Covenant for Re-entry in Case the Rent be not paid, the Premises not kept in Repair, or any Assignment of this present Lease not made by the Clerk of the Hospital.

ment of this present Lease to any Person or Persons whatsoever, the Assignor or Assignee, Assignors or Assignees shall and will, within three Months at the farthest, next after every such Assignment respectively, well and truly pay unto the said Mayor, and Commonalty and Citizens, Governors aforesaid, and their Successors, or to the Receiver or Rent-gatherer aforesaid, the Sum of thirteen Shillings four Pence, of lawful, &c. for and in the Name of an Alienation-Fine, upon Pain of Forfeiture of the Sum of six Shillings eight Pence of like lawful Money, to be paid within one Month next after the aforesaid three Months, upon Pain of Forfeiture of this present Lease and Demise. And lastly, That as often as any Question or Controversy shall happen between the said E. E. his Executors, Administrators and Assigns, and any other Tenant or Tenants of the said Mayor and Commonalty, and Citizens, Governors aforesaid, or their Successors, concerning any Light, Water-course, Annoyance, or any other Thing touching the Premises, or any neighbouring Tenant, he the said E. E. his Executors, Administrators and Assigns, shall and will abide and perform such Award and Order for the pacifying thereof, as the Treasurer, and any two of the Governors of the said Hospital of St. Thomas the Apostle for the Time being, shall make and set down in that Behalf in Writing; And the said Mayor and Commonalty, and Citizens, Governors aforesaid, do covenant and grant for themselves, and their Successors, to and with the said E. E. his Executors, Administrators and Assigns, by these Presents, that he the said E. E. his Executors, Administrators and Assigns, paying the Rent, and performing the Covenants to his and their Parts to be paid and performed according to the true Intent and Meaning of these Presents, shall or lawfully may peaceably and quietly have, hold and enjoy the said Messuages or Tenement and Premises, with their Appurtenances, for and during all the aforesaid Term of, &c. without any lawful Let, Suit, Trouble, Expulsion, Eviction, Ejection or Interruption of or by the said Mayor or Commonalty and Citizens, Governors aforesaid, or their Successors, or any other Person and Persons, by their or any of their Act, Means, Title, Consent or Procurement. **Provided** always, That if it shall happen that the aforesaid yearly Rent or Sum of, &c. shall be behind and unpaid in Part or in all by the Space of, &c. next after any of the said Feasts-Days hereby appointed for the Payment thereof, (although the same be not demanded) or if the Reparations of the said hereby demised Premises shall not be made and done from Time to Time, according to the Tenor of these Presents; or if all Assignments of this present Lease, and all mean Leases of the said hereby demised Premises, or any Part thereof, shall not at all Times hereafter be made by the Clerk of the said Hospital of St. Thomas the Apostle for the Time being, he taking reasonable Fees for the doing thereof, that then and from thence-

thenceforth, in every or any of the said Cases, it shall and may be lawful to and for the said Mayor and Commonalty and Citizens, Governors aforesaid, and their Successors, and to and for their Officers and Assigns, in their Name and to their Use, into the said demised Premises wholly to re-enter, and the same to have again, retain, repossess and enjoy, as in his or their first or former Estate; any Thing herein before contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

A Lease of Tithes, Glebe-Lands, &c. belonging to a Rectory.

THIS Indenture made, &c. Between T. L. of, &c. Clerk, of the one Part, and W. G. and J. B. Yeomen, of the other Part, Witnesseth, That the said T. L. for and in Consideration of the Rents, Covenants and Agreements herein after mentioned, and for divers other good Causes and Considerations him thereunto moving, hath demised, leased and to Farm letten, and by these Presents doth demise, lease and to Farm let, unto the said W. G. and J. B. All and singular the Tithes, as well great as small, arising, growing due or belonging, or which shall arise, grow due or belong, during the Term hereby under granted, unto the said T. L. within the Parish of, &c. as Rector of the same Parish or otherways howsoever; And also all and singular the Glebe-Lands belonging to the Rectory of the said Parish, and the Orchard adjoining to the Parsonage-house, with their and every of their Appurtenances, together with the Use of the Barn or Barns, Hogsty and Cart-House, and the Yard where the same stand, belonging also to the said Rectory or Parsonage, with their and every of their Appurtenances, (Timber and Timber Trees, and the Loppings thereof, and the Loppings of all other Trees, &c. only excepted;) To have and to hold the said Tithes, Lands and Premises, (except before excepted) unto the said W. G. and J. B. their Executors, Administrators and Assigns, from, &c. last past, before the Date hereof, for and during and unto the full End and Term of three Years from thence next ensuing and fully to be compleat and ended, (if the said T. L. shall so long live;) **yielding and paying**, and the said W. G. and J. B. do hereby covenant and promise jointly and severally for themselves, their Heirs, Executors Administrators and Assigns, to and with the said T. L. his Executors and Administrators, To yield and pay unto the said T. L. his Executors, Administrators and Assigns, at or in the now Dwelling-House of, &c. Tobacconist, situate, &c. for

(6)

Covenant of Lease.

The Premises.

Habendum for three Years, if the Lessor so long live.

Reddendum and Covenant for the Payment of the Rent.

Leases and Demises.

Covenant that the
Lessees shall re-
pair, &c.

And yield up the
Premises so re-
paired, &c. at the
End of the Term.

Covenant to pay
5 l. per Acre for so
much of the Glebe-
Lands as shall be
broken up, &c.

for the first Half-Year of the said Term ended at *Lady-Day* now last past, the Rent or Sum of, &c. at or upon the Feast-Day of the Nativity of, &c. next ensuing the Date hereof, and for and during the Remainder of the said Term of three Years the full yearly Rent or Sum of, at or upon the Feast-Days of, &c. by even and equal Portions, without any Deduction, Defalcation or Abatement whatsoever, (King's Taxes and Trophy-Money excepted) and yielding and delivering at the place aforesaid, to or for the said *T. L.* or his Assigns, over and above the Rents aforesaid, six Bushels of good sound Pippins and Pearmains on the first Day of *November*, yearly, during the said Term, and on the last Day thereof; And the said *W. G.* and *J. B.* for themselves their Heirs, Executors, Administrators and Assigns, jointly and severally further covenant, promise and agree, to and with the said *T. L.* his Executors, Administrators and Assigns by these Presents, in manner following; (that is to say,) that they the said *W. C.* and *J. B.* their Executors, Administrators and Assigns, or some of them, shall and will at their or some of their own proper Costs and Charges well and sufficiently repair, amend, maintain and keep the said Barns, Stables, and all other the said demised Premises, and the Hedges, Ditches, Gates, Pales and Fences belonging to the same, or any Part thereof, in, by and with all necessary and tenantable Reparations, Amendments, Pallings, Scowrings and Cleansings whatsoever, from time to time, as Occasion shall require, during all the said Term; and shall and will keep the said Glebe-Lands in good Heart, and sufficiently dunged at all Times during all the said Term; And the said Glebe-Lands so being kept, and sufficiently dunged, and all other the said demised Premises being so well and sufficiently repaired, amended, maintained, paled, kept, scoured and cleansed, as aforesaid, shall and will at the End, Expiration, or other sooner Determination of this present Lease, peaceably and quietly leave, surrender and yield up unto the said *T. L.* his Executors, Administrators, and Assigns, without Contradiction in any wise; And likewise, That if any Part of the said Glebe-Lands, being now Meadow or Pasture, shall be plowed, eyred, tilled, digged, harrowed, sowed, broken up or converted into Tillage during the said Term hereby granted, they the said *W. G.* and *J. B.* their Heirs, Executors, Administrators and Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said *T. L.* his Executors, Administrators or Assigns, at the several Days and Places for Payment aforesaid, the full yearly Rent or Sum of five Pounds of lawful, &c. for every Acre thereof, and so proportionably for a greater or lesser Quantity, which shall be so plowed, eyred, tilled, digged, harrowed, sown, broken up, or converted into Tillage, contrary to the true Intent and Meaning of these Presents, over and above the Rents herein before

fore reserved for the same: And further, That it shall and may be lawful to and for the said *T. L.* his Under-tenants or Assigns, or any others who shall be Inhabitants or Residents in the Parsonage-House for the Time being, to have free Ingress, Egress and Regress into, in, out of, or about the said Orchard, for fetching of Water, Walking, or any other Use whatsoever, the Fruit and Herbage thereof, which belong to the said *W. G.* and *J. B.* not being damaged thereby: And the said *T. L.* for himself, his Executors and Administrators, doth covenant, promise and agree to and with the said *W. G.* and *J. B.* their Executors, Administrators and Assigns, by these Presents, that they the said *W. G.* and *J. B.* their Executors, Administrators and Assigns, paying the Rents, and performing the Covenants before in these Presents mentioned and contained, (which on their Part are or ought to be paid and performed) shall and may from Time to Time, and at all Times hereafter during the said Term of three Years, (if the said *T. L.* shall so long live) peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said demised Premises, and every Part thereof, with their Appurtenances, (except before excepted) without any Let, Denial, Eviction, Ejection, Molestation, Disturbance or Hindrance, of or by him the said *T. L.* his Executors, Administrators or Assigns, or any other Person or Persons lawfully claiming or to claim, by, from or under him. In Witness, &c.

Covenant that the Lessor, his Under-tenants, &c. may have free Ingress, &c. into an Orchard, Part of the demised Premises, for certain Uses.

Covenant that the Lessee, paying the Rent, &c. shall quietly enjoy, &c. during the Term.

A Lease of a Tavern, &c. with several special Covenants, Exceptions Proviso's, &c.

THIS Indenture made, &c. Between *E. G.* of, &c. Gent. on the one Part, and *H. A.* Citizen and Vintner of London, on the other Part, Witnesseth, That the said *E. G.* for and in Consideration of the Rent, Covenants, Exceptions, Proviso's and Agreements herein after mentioned, reserved and contained, by and on the Part and Behalf of the said *H. A.* his Executors, Administrators and Assigns, to be paid, performed, observed and kept, hath leased, betaken, and to Farm letten, and by these Presents doth lease, betake, and to Farm let, unto the said *H. A.* all that Messuage, Tenement or Tavern commonly called or known by the Name or Sign of the *King's Head*, containing the several Rooms following, (that is to say) two large, &c. all which said Premises are situate, lying and being, &c. And all and singular Lights, Easements, Ways, Passages, Entries, Waters,

(7)

The Consideration.

Covenant of Demise. The Premises.

Covenant that the Lessee may repair the Sign-Irons, hang up a Sign, &c.

Exception of a Passage thro' the Premises, &c.

Habendum for the Term of seven Years.

Reddendum of a Rent payable quarterly.

Covenant for Payment of the Rent.

Covenant that the Lessee will keep the Premises in Repair,

Water-courses, Profits, Commodities, Advantages and Appurtenances whatsoever, to the said Messuage, Tenement or Tavern, of Right belonging or appertaining, together with the Use, Benefit and Accommodation of all and every the Wainscots, Implements and Things to the said demised Premises fixed and belonging, particularly mentioned in the Schedule indented, hereunto annexed; And also free Leave and Liberty to and for the said *H. A.* his Executors, Administrators and Assigns, to renew, continue, maintain, repair and amend the Sign-Irons now hanged and fixed to the Messuage or Buildings erected upon and over the Gateway or Entrance into the aforesaid Court, &c. at the Front thereof next, &c. and a Sign thereupon to hang and fix from Time to Time, as there shall be Occasion, during the Term of Years here-under granted; Except and always reserved unto and for the said *E. G.* his Executors, Administrators, Tenants and Assigns, and all other Person or Persons whatever, free Leave and Liberty to pass and repass, in, by or through the Way or Passage, lying through the said Messuage or Tenement out of, &c. into a Place there on the back Part of the said Messuage or Tenement, called, &c. leading into, &c. at all convenient Times, in the Day-time only, during the Term of Years herein after granted; **To have and to hold** the said Messuage or Tenement, or Tavern, with the Ways, Passages and Entries as aforesaid, and all and singular other the Premises herein before mentioned or intended to be demised, with their and every of their Rights, Members and Appurtenances, (except before excepted) unto the said *H. A.* his Executors, Administrators and Assigns, from, &c. for and during and unto the full End and Term of seven Years from thence next ensuing and fully to be compleat and ended; **yielding and paying** therefore yearly and every Year during the said Term unto the said *E. G.* his Executors, Administrators and Assigns, the yearly Rent or Sum of, &c. at or upon the four most usual Feast-Days or Times of Payment in the Year, (that is to say) the Feast-Day of the Nativity of, &c. by even and equal Portions: And the said *H. A.* for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree to and with the said *E. G.* his Executors, Administrators and Assigns, and every of them, by these Presents, in Manner and Form following, (that is to say) that he the said *H. A.* his Executors, Administrators or Assigns, or some of them, shall and will yearly and every Year, during the said Term of seven Years hereby granted, well and truly pay, or cause to be paid, unto the said *E. G.* his Executors, Administrators or Assigns, the said yearly Rent or Sum of, &c. herein before reserved, and every Part and Parcel thereof, at or upon the four most usual Feast-Days or Times of Payment in the Year herein before mentioned, by even and equal Portions; And that he the said *H. A.* his Executors, Administrators or Assigns, or some of them, shall

Leases and Demises

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shall and will well and sufficiently repair, support, uphold, amend, maintain and keep, or cause to be well and sufficiently repaired, supported, upheld, amended, maintained and kept, the said Messuage or Tenement, or Tavern, and all and singular other the Premises herein before-mentioned or intended to be demised, and every Part and Parcel thereof, in, by, and with all and all Manner of Reparations and Amendments whatsoever from Time to Time, and at all Times hereafter, whenever and as often as need shall be or require, during the said Term of seven Years hereby granted, and also the Pavements as well within as without, Glafs Windows, Sinks, Sedges, Sewers, Gutters, Privies and Wydraughts, to the said Messuage, Tenement or Tavern, or any Part or Parcel thereof belonging, at his or their like proper Costs and Charges from Time to Time during the Term, shall and will pave, glaze, purge, scour, cleanse and amend, or cause to be paved, glazed, purged, scoured, cleansed and amended, when and as often as need shall likewise require; And the said Messuage, Tenement or Tavern, and all and singular other the Premises, with the Appurtenances, and every Part and Parcel thereof, so well and sufficiently repaired, supported, upheld, amended, maintained and kept, and the Pavements, Glafs Windows, Sinks, Sedges, Sewers, Gutters, Privies, Wydraughts, paved, glazed, purged, scoured, cleansed and amended, together with all and every the Wainscots, Implements and Things to the said demised Premises, or any Part thereof, fixed and belonging, as are particularly mentioned in the Schedule indented to these Presents annexed, whole, unbroken and undefaced, and in as good Case and Condition as the same now are and be, (reasonable Use and Wearing thereof in the mean Time only excepted) at the End, Expiration, or other sooner Determination of this present Lease shall and will peaceably and quietly leave, surrender and yield up unto the said E. G. his Executors, Administrators and Assigns, without Contradiction in any wise; And also that it shall and may be lawful to and for W. H. the Landlord of the Fee of the Premises hereby demised, and his Heirs and Assigns, as also to and for the said E. G. his Executors, Administrators and Assigns, and every of them, and to and for all others having or that shall have any Estate or Interest in the said demised Premises, or any Part thereof, with Workmen, or others, or without, twice or oftner in every Year yearly during the said Term of seven Years, to enter and come into and upon the said demised Premises, and every or any Part or Parcel thereof, there to view, search and see the State and Condition of the Reparations thereof, and of the Default, Decays and Wants of Reparations, so then and there by them or any of them found, Notice or Warning thereof to give or leave in Writing at the said demised Premises to or for the said H. A. his Executors, Administrators or Assigns, to repair and amend the same within three Months then

Covenant that the Lessor, &c. shall have Liberty to enter and view the Premises, and give Notice to Lessee to repair them.

Covenant that the Lessor, &c. shall have Liberty to enter and view the Premises, and give Notice to Lessee to repair them.

Covenant that the Lessor, &c. shall have Liberty to enter and view the Premises, and give Notice to Lessee to repair them.

Covenant that the Lessor, &c. shall have Liberty to enter and view the Premises, and give Notice to Lessee to repair them.

Covenant that the
Lessee shall repair
within 3 Months
after such Notice.

Covenant that the
Lessor, &c. shall
have Leave to go
and come through
the Passage, &c.

Covenant for qui-
et Enjoyment upon
Payment of the
Rent, &c.

And that free
from Ground-rent,
and all other In-
cumbrances, &c.

Covenant that the
Lessor will lend 20l.
to the Lessee upon
Bond, out of the
first half Year's
Rent.

then next following; ~~Within~~ the Time and Space of which said three Months next after every such Notice or Warning thereof given or left as aforesaid, the said *H. A.* for himself, his Executors, Administrators and Assigns, hereby further covenanteth, promiseth and granteth to and with the said *E. G.* his Executors, Administrators and Assigns, well and sufficiently to repair and amend the same Defaults, Decays or Wants of Reparations accordingly. **And further,** That for and notwithstanding any Act, Matter or Thing by the said *H. A.* his Executors, Administrators or Assigns, to be done or suffered to the contrary, there shall be free Leave and Liberty to and for the said *E. G.* his Executors, Administrators, Tenants and Assigns, in, by and through the Way or Passage aforesaid, lying through the said demised Premises, and leading out of, &c. into, &c. to go and come at all convenient Times in the Day-time only, during the said Term hereby granted. **And the said *E. G.*** for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *H. A.* his Executors, Administrators and Assigns by these Presents, in Manner and Form following; (that is to say) that he the said *H. A.* his Executors, Administrators and Assigns, well and truly paying, performing, observing, fulfilling and keeping all and singular the Payments, Covenants, Clauses, Exceptions, Conditions and Agreements herein contained, which on his or their Parts are or ought to be paid, performed, observed, fulfilled and kept, according to the true Intent and Meaning of these Presents, shall or lawfully may peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said demised Premises, with their and every of their Rights, Members and Appurtenances, during the said Term of seven Years hereby granted, without the Let, Suit, Trouble, Eviction, Expulsion or Interruption of him the said *E. G.* his Executors, Administrators or Assigns, or of any other Person or Persons whatsoever, by his or their Means, Assent or Procurement; **And** that free and clear, and freely and clearly acquitted and discharged, or otherwise by the said *E. G.* his Executors, Administrators and Assigns, well and sufficiently saved, kept harmless, and indemnified of and from the Ground-Rent, which shall from Time to Time grow due or payable out of or for the said demised Premises, or any Part thereof, unto the chief Landlord or Landlords of the Fee of the same Premises for the Time being, and of and from all Costs, Charges and Damages whatsoever, touching or concerning the same, and of and from all Taxes, Rates, Assessments, Charges and Incumbrances, wherewith the said Messuage or Tenement, or the said *H. A.* by means of holding the same, now is or shall be charged or chargeable, before *Lady-Day* next; **And** also that the said *E. G.* his Executors or Administrators, out of the first half Year's Rent, that shall become due and paid by the said *H. A.* for the Premises hereby demised, shall and will immediately

diately lend to the said *H. A.* the Sum of twenty Pounds upon reasonable Security by Bond, to be repaid to the said *E. G.* his Executors, Administrators or Assigns, at the End, Expiration, or sooner Determination of this present Lease, or the Death of the said *H. A.* which shall first happen, without any Interest or Allowance for the Forbearance thereof. **Provided always,** That if it shall happen the said yearly Rent of, &c. to be behind or unpaid in Part, or in all by the Space of, &c. next over or after any of the said Feast-Days, or Times of Payment on which the same ought to be paid as aforesaid, being lawfully demanded; Or if the said *H. A.* his Executors, Administrators and Assigns, and every of them, do not in and by all Things well and truly perform, observe, fulfil, pay and keep all and singular the Covenants, Clauses, Conditions, Exceptions and Agreements herein contained, which on his or their Parts are or ought to be observed, performed, fulfilled and kept, according to the true Intent and Meaning of these Presents, **That** then and in every or any such Case it shall and may be lawful to and for the said *E. G.* his Executors, Administrators and Assigns, or any of them, into all and singular the said leased Premises, with the Appurtenances, and into every or any Part thereof, in the Name of the Whole, to re-enter, and the same to have again, retain, repossess and re-enjoy, as in his first and former Estate: **And** the said *H. A.* his Executors, Administrators and Assigns, and all other Person and Persons, Tenants or Occupiers of the said leased Premises thereout utterly to expel, amove and put out; this Indenture, or any Thing herein contained to the contrary thereof, in any wise notwithstanding. **In Witness,** &c.

Covenant for Re-entry upon Non-payment of the Rent, Non-performance of the Covenants, &c.

A Lease of a Prebend to a Man, his Executors, Administrators and Assigns, for the Lives of A. B. and C.

THIS Indenture Quadripartite, &c. Between *T. W.* Clerk, Prebendary of the Prebend of *L.* founded in the Cathedral Church of *L.* in the County of *S.* of the first Part, *F. O.* of the County of *M.* Widow, of the second Part, *J. R.* and *W. R.* of *L.* Gent. of the third Part, and *W. J.* and *R. C.* of the same, Gent. of the fourth Part, **Witnesseth,** That the said *T. W.* Prebendary of the said Prebend of *L.* as well for and in Consideration of the Surrender of a former Lease made and granted of the herein after demised Prebend, Rectory or Parsonage of *L.* bearing Date the, &c. Day of, &c. in the, &c. Year of the Reign of our Sovereign,

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In Consideration of the Surrender of a former Lease.

The Premises.

Covenant of Lease
of the Prebend.

Except the Pre-
sentation to the Vi-
carage, and of a
Vicar Choral.

Habendum for
three Lives.

Reddendum a cer-
tain Rent.

Sovereign, &c. made by the said *T. W.* to her the said *F. O.* her Executors, Administrators and Assigns, for and during the Lives of *R. O. A. O.* and *K. O.* Children of the said *F. O.* and the Life of the longer Liver of them, as also for divers other good Causes and valuable Considerations him the said *T. W.* hereunto moving, **hath** demised, granted, set and to Farm let, and by these Presents doth for himself and his Successors, Prebendaries of the said Prebend of *L.* demise, grant, set and to Farm let, unto the said *F. O.* her Executors, Administrators and Assigns, **All** that his Prebend, Rectory or Parsonage of *L.* aforesaid, with all the Tithes of Corn and Hay, growing, arising, renewing and increasing, or which at any Time during the Term by these Presents granted, shall grow, arise, renew and increase upon the same, situate, lying and being in the said County of *S.* and City and County of *L.* with all Rights, Members, Pensions, Profits, Conditions and Appurtenances to the same Prebend belonging or in any wise appertaining, together with all and all Manner of Houses, Buildings and Edifices, Yards, Gardens, Glebe-Lands, Meadows, Pastures, Commons, Chief Rents, Reversions, Services, Tithes, Tithings, Fruits, Oblations, Obventions, Emoluments, and all Rights, Properties, Advantages and Hereditaments whatsoever to the said Prebendary, in Right of the said Prebend belonging or appertaining, or which at any Time heretofore have been taken, accepted, reputed, esteemed, letten, known, occupied or enjoyed, as Part, Parcel or Member of the said Prebend of *L.* and lately held, occupied or enjoyed by the Right Honourable *W.* Lord *P.* his Assigns or Under-Tenants, or her the said *F. O.* her Under-Tenant or Under-Tenants, or any other Occupant or Tenant thereof, as Part, Parcel or Member of the said Prebend of *L.* **The** Presentation and Advowson of and to the Vicarage of *L.* aforesaid, when and as often as the same shall be void during the Term herein granted, the Jurisdiction Spiritual within the said Prebend and Presentation of a Vicar Choral to the Stall of the said Prebend in the Cathedral Church of *L.* aforesaid, when and as often as it shall be void, excepted, and to the said *T. W.* Prebendary of the said Prebend of *L.* and his Successors only reserved; **To have and to hold**, perceive, receive, take and enjoy all the said Prebend, Rectory and Parsonage, Glebe-Lands, Houses, Meadows, Pastures, Common, Tithes, Tithings, Fruits, Oblations, Obventions, and all and every other the Premises with their Appurtenances (except before excepted) unto the said *F. O.* her Executors, Administrators and Assigns, from the making hereof, for, by and during all the Term of the natural Lives of *R. O. A. O.* and *K. O.* Children of the said *F. O.* and for and during the natural Life of the longer Liver of them; **Yielding and paying** therefore yearly, during the said Term, unto the said *T. W.* and his Successors, Prebendaries of the said Prebend, the yearly Rent of sixteen Pounds thirteen Shillings and four Pence, of lawful Money of *Great Britain*,

tain, being the old and ancient Rent thereof, at the Feasts of the Annunciation of the Blessed Virgin *Mary*, and St. *Michael* the Archangel, by even and equal Portions, at or in the Stall of the said Prebend in the Choir of the said Cathedral Church of *L.* And if it happen the said yearly Rent of sixteen Pounds, thirteen Shillings and four Pence, to be behind and unpaid in part or in all by the Space of twenty-one Days next after either of the said Feasts or Days of Payment, in which it ought to be paid as aforesaid (being lawfully demanded) That then and from thenceforth it shall and may be lawful to and for the said *T.W.* and his Successors, into the said demised Premises, and to every Part thereof, to enter and distrain, and the Distresses there so taken to bear, lead, drive and carry away, and the same to detain and with-hold until the said yearly Rent of sixteen Pounds thirteen Shillings and four Pence, and the Arrearages thereof (if any there be) shall be fully satisfied and paid. And the said *F.O.* doth for herself, her Executors, Administrators and Assigns, covenant and grant, to and with the said *T.W.* and his Successors, Prebendaries of the said Prebend of *L.* by these Presents, in Manner and Form following; (that is to say) That she the said *F.O.* her Executors, Administrators and Assigns, or some or one of them, during all the said Term, shall and will pay, or cause to be paid, as well the said yearly Rent of sixteen Pounds thirteen Shillings and four Pence to the said Prebendary and his Successors, as also a Pension or yearly Rent of thirty Shillings to the Vicar Choral of the Stall of the said Prebend of *L.* in the said Cathedral Church for the Time being, if and when the same shall be full of a Vicar Choral, or else in the Vacancy thereof, to the Master of the Fabricks of the said Cathedral Church for the Time being; And also one other Pension or annual Rent of five Pounds six Shillings and eight Pence, to the Vicar of the Parish-Church of, &c. in *L.* for the Time being, and one other Pension or yearly Rent of eight Shillings to the Divinity-Reader or Lecturer in the said Cathedral-Church of *L.* for the Time being; And also the yearly Tents due to the King's Majesty and his Successors for the said Prebend, And likewise all other Sums of Money due or to be due for Proxies, Procurations, Synodals and all other Charges ordinary and extraordinary as are or shall be due and issuing out of the same; And shall and will during the said Term, exonerate, discharge and save harmless the said Prebendary and his Successors, and his and their Executors and Administrators thereof; And also, That the said *F.O.* her Executors, Administrators and Assigns, or some or one of them, shall and will at her and their own Costs and Charges repair, sustain and uphold the Chancel of the Parish or Prebendal Church of *L.* aforesaid, and all Houses, Edifices and Buildings belonging to the said Prebend, during the said Term hereby granted, and at the

End

Covenant to distrain if the Rent be not paid.

Covenant for Payment of the Rent.

And also of an Annuity,

And the Tents, &c.

Covenant that the Lessee shall repair,

And bring the
Lease to be regi-
stered in the Chap-
ter-Book.

Covenants that the
Lessee shall have
Timber for Re-
pairs, &c.

Letter of Attor-
ney to take Posses-
sion and deliver
the same.

Letter of Attor-
ney to receive Pos-
session.

End thereof leave the same so sufficiently repaired; And likewise shall and will within three Months next after the making and sealing of this Indenture of Lease, bring the same to the Chapter-Clerk of the Cathedral Church of *L.* to be registred in the Book remaining with him and provided for that Purpose; And the said *T. W.* doth for himself and his Successors, Prebendaries of the said Prebend of *L.* covenant, promise and grant, to and with the said *F. O.* her Executors, Administrators and Assigns, by these Presents, that it shall and may be lawful to and for the said *F. O.* her Executors, Administrators and Assigns, to have and take, in the Possession of the Premises above demised, competent and sufficient rough Timber for repairing and amending of the Chancel of the said Parish or Prebendal Church of *L.* and all such other Erections and Buildings as are or hereafter shall be erected and built in or upon the said demised Premises, or any Part thereof, and also Plowboot, Portboot, Barboot, Hedgeboot and Stakeboot, the same to be spent, employed and bestowed in and upon the said demised Premises, and not elsewhere: And the said *T. W.* hath constituted and appointed, and by these Presents doth constitute and appoint the said *J. R.* and *W. R.* and either of them, jointly and severally, his true and lawful Attorney and Attornies for him and in his Name, Place and Stead, to enter into and take full and peaceable Possession and Seisin of and in the said Prebend, Rectory, Glebe-Land, and all and singular the above-mentioned Premises, or of some Part thereof, in the Name of the Whole, and then to deliver full, quiet and peaceable Possession and Seisin of all and singular the Premises, or of some Part thereof, in the Name of the Whole, unto the said *F. O.* or to the said *W. J.* and *R. C.* in that Behalf lawfully herein after authorized, or to either of them, according to the Force and true Meaning of these Presents; And the said *F. O.* hath constituted and appointed, and doth by these Presents constitute and appoint the said *W. J.* and *R. C.* and either of them, jointly and severally, her true and lawful Attorney and Attornies, for her and in her Name and Stead, to take and receive of and from the said *G. W.* or the said *J. R.* and *W. R.* his Attornies aforesaid, or either of them, Possession and Seisin of all and singular the Premises, or of some Part thereof, in the Name of the Whole, and such Possession and Seisin thereof so taken to hold and keep, to the Use of the said *F. O.* her Executors, Administrators and Assigns, according to the Effect and true Meaning of these Presents. In Witness, &c.

Marriage Settlements. Vide Settlements.

Mortgages.

Mortgages.

An Assignment of Terms of Years, for securing the Payment of a Sum of Money.

THIS Indenture Tripartite, made, &c. Between *J. B.* of *London*, Linen-Draper, of the first Part, *S. T.* of *London*, Merchant, of the second Part, and *R. S.* of *London*, Merchant, of the third Part: Whereas by Indenture Quinquartite, bearing Date the Day next before the Day of the Date hereof, made or mentioned to be made between *G. S.* of, &c. Gent. of the first Part, the said *S. T.* of the second Part, *T. C.* of *London*, Merchant, and *T. W.* of, &c. of the third Part, the said *J. B.* and *T. B.* of the fourth Part, and the said *R. S.* of the fifth Part, reciting as therein is recited, for the several Considerations, and to the several Uses, Trusts, Intents and Purposes therein particularly mentioned and expressed, they the said *T. S.* and *T. W.* by the Direction and Appointment of the said *G. S.* *S. T.* and *R. S.* testified by their being made Parties to the same Indenture, and their Signing and Sealing thereof, and also the said *G. S.* *S. T.* and *R. S.* and each and every of them, did fully, clearly and absolutely, bargain, sell, assign, transfer and set over, unto the said *J. B.* and *T. B.* their Executors, Administrators and Assigns, the three several Indentures of Lease therein particularly mentioned and recited, being Grants and Demises of certain Liberties and Privileges of digging up Ground, and laying Pipes for Conveyances of Water in the Streets, Lanes, and open Places of the Town of *Portsmouth* in the County of *Southampton*, and of a certain Messuage or Tenement, and certain Water-mills, and a Piece of Meadow Ground, a Wind-mill, and other Things, situate or lying in or near the said Town of *Portsmouth*, or within the Liberties thereof, for divers long Terms of Years therein yet to come and unexpired; and also all and singular the Liberties and Privileges granted by a certain Order in the said Quinquartite Indenture, mentioned to be made by the Right Honourable the Earl of, &c. and all other the Estates and Interests which were some Time since granted or assigned, or meant, mentioned or intended to be granted or assigned to them the said *T. C.* and *T. W.* or either of them, in or by the two several Tripartite Indentures, in the said Quinquartite Indenture mentioned and recited, upon several Trusts in the said Tripartite Indentures particularly expressed, with their and every of their

(1)

Recital of an Assignment of 3 Indentures of Lease.

The Premises.

Rights, Members and Appurtenances; And all the Estate, Right, Title, Interest, and Term and Terms of Years to come and unexpired, Use, Trust, Property, Profit, Claim and Demand whatsoever, of them the said *T. C. T. W. G. S. S. T.* and *R. S.* or any of them, of in or to the Premises or any Part or Parcel thereof, by Force, Virtue, or Means of the said three several Indentures of Lease, and the said Order, and the said two Tripartite Indentures, or any of them, or otherwise howsoever, together with the said Indentures of Lease, Order, Tripartite Indentures, and several Indentures of Assignment in the said Quinquartite Indenture particularly mentioned and recited; **To have and to hold** all and singular the Premises in or by the said Quinquartite Indenture assigned, or meant, mentioned or intended to be assigned, with their and every of their Rights, Members and Appurtenances, unto the said *J. B.* and *T. B.* their Executors, Administrators and Assigns, from thenceforth for and during all the Rest and Residue of the several Terms of Years, in or by the said three several Leases granted them, to come and unexpired; **In Trust** nevertheless, and to the Intent and Purpose that the said *J. B.* and *T. B.* should the Day next after the Date thereof, by Indenture under their Hands and Seals duly executed, assign and transfer to the said *R. S.* his Executors, Administrators and Assigns, all and singular the Premises therein before mentioned, or intended to be thereby assigned to them the said *J. B.* and *T. B.* with their and every of their Rights, Members and Appurtenances, for all the Rest and Residue of the said several Terms of Years therein above-mentioned, which should be then to come and unexpired, under

The Habendum.

In Trust that the Assigns should assign the Premises to a third Person.

Proviso, the Assignment to be void upon Failure of Payment of a Sum of Money.

Condition of Entry on Non-payment.

In Trust for the Assignee.

a Proviso or Condition nevertheless to be void, in case the said *R. S.* his Executors, Administrators or Assigns, or some of them, shall not or do not pay or cause to be paid to the said *S. T.* his Executors, Administrators or Assigns, the Sum of two thousand five hundred Pounds of lawful Money, *&c.* on, *&c.* without any Deduction or Abatement; And upon further Trust, that if any Default should happen to be made of or in Payment of the said Sum of two thousand five hundred Pounds contrary to the true Intent and Meaning of the said Proviso or Condition, That then the said *J. B.* and *T. B.* their Executors and Administrators shall immediately after such Default enter upon all and singular the Premises, which should be so as aforesaid assigned or transferred to the said *R. S.* with their and every of their Rights, Members and Appurtenances, and shall from thenceforth stand and be possessed of the same and every Part thereof, **In Trust** to and for the only proper Use, Benefit and Behoof of the said *S. T.* his Executors, Administrators and Assigns, during all the then Residue and Remainder of the said several Terms of Years, by the said several recited Indentures of Lease granted, which shall be then to come and unexpired, and to and for no other Use, Intent

tent or Purpose whatsoever, as by the said recited Quinquartite Indenture of Assignment, Relation being thereto had, may more fully and at large appear: **Now this Indenture Witnesseth, That** as well for and in Consideration of the Sum, *&c.* to each of them the said *J. B.* and *T. B.* in Hand paid, at or before the Ensealing and Delivery of these Presents by the said *R. S.* the Receipt whereof they do hereby respectively acknowledge, and in Pursuance of the Trust reposed in them by the said recited Quinquartite Indenture, they the said *J. B.* and *T. B.* by and with the Privity, Consent and Direction of the said *S. T.* testified by his being a Party to, and his Signing and Sealing of these Presents, have bargained, sold, assigned, transferred and set over, and by these Presents do fully and absolutely bargain, sell, assign, transfer and set over unto the said *R. S.* his Executors, Administrators and Assigns, the said three before-mentioned Indentures of Lease, and all and singular the Premises in or by the said Indentures of Lease, every or any of them, demised or meant, mentioned or intended to be demised; **And also** the Liberties and Privileges granted by the afore-mentioned Order, and all and singular other the Premises granted or assigned, or meant, mentioned or intended to be granted or assigned to the said *J. B.* and *T. B.* or either of them, in or by the said recited Quinquartite Indenture, with their and every of their Rights, Members and Appurtenances; **And all** the Estate, Right, Title, Interest, Term and Terms of Years to come and unexpired, Use, Trust, Property, Profit, Claim and Demand whatsoever, of them the said *J. B.* and *T. B.* or either of them, of, in or to the same, or any Part or Parcel thereof, by Force, Virtue or Means of the said before mentioned Indentures of Lease, the said Order and Indentures of Assignment, or any of them, or otherwise howsoever; **To have and to hold** the said three several Indentures of Lease, and all and singular other the Premises hereby assigned, or meant, mentioned or intended to be hereby assigned, with their and every of their Rights, Members and Appurtenances, unto the said *J. S.* his Executors, Administrators and Assigns, from henceforth, for and during all the Rest, Residue and Remainder of the several Terms of Years, in or by the said several Indentures of Lease granted, yet to come and unexpired; **Provided always,** And this present Assignment is upon this express Condition, That if the said *R. S.* his Executors, Administrators or Assigns, or some of them, shall not or do not well and truly pay, or cause to be paid, unto the said *S. S.* his Executors, Administrators or Assigns, the full and just Sum of two thousand five hundred Pounds of lawful, *&c.* with Interest for the same after the Rate of, *&c.* at or upon, *&c.* next ensuing the Date hereof, without any Deduction, Defalcation or Abatement of, *&c.* in Respect of any Taxes, Rates, Assessments, or otherwise howsoever; **Then** and in case of any Default made in Payment of the said Money, or any Part thereof, this present Deed

Assignment of the said three Indentures of Lease.

The Habendum.

Proviso for the Payment of a Sum of Money.

And in Default of Payment this Assignment to be void.

And the Assignors
to re-enter.

Covenant for Pay-
ment of the Sum
of Money.

Deed of Assignment, and every Clause, Article and Thing therein contained shall cease, determine, and become, and be utterly void and of none Effect; And from and immediately after any such Default it shall and may be lawful to and for the said *J. B.* and *T. B.* their Executors or Administrators to re-enter upon, hold and enjoy all and singular the Premises herein before mentioned, or intended to be hereby assigned, and every Part and Parcel thereof, and the Rents, Issues and Profits thereof to receive and take, during the then Remainder of the said several Terms of Years, upon and under the Trusts limited and appointed in and by the said recited Quinquartite Indenture, for the said *S. T.* his Executors, Administrators and Assigns; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *R. S.* for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth covenant, promise and agree, to and with the said *S. S.* his Heirs, Executors, Administrators and Assigns, and to and with every of them by these Presents, That he the said *R. S.* his Heirs, Executors, Administrators and Assigns, some or one of them, shall and will well and truly pay or cause to be paid unto the said *S. S.* his Executors, Administrators or Assigns, the said full and just Sum of two thousand five hundred Pounds with Interest for the same as aforesaid, at such Days and Times, and in such Manner and Form, as in the above-mentioned Proviso or Condition is limited or appointed for Payment thereof, without any Deduction or Abatement whatsoever, according to the true Intent and Meaning of the said Proviso or Condition. In Witness, &c.

An Assignment of Terms of Years in Trust by Way of Mortgage.

(2)
Recital of the In-
denture of Lease.

The Premises.

THIS Indenture Tripartite, made, &c. Between *C. F.* of, &c. on the first Part, *S. S.* of *London*, Merchant, on the second Part, and *J. B.* and *E. B.* of *London*, Linen-Drapers, on the third Part: Whereas by Indenture of Lease Tripartite, bearing Date, &c. made between the said *S. S.* Party to these Presents, of the first Part, *W. G.* of, &c. Bricklayer, of the second Part, and *T. P.* of, &c. Gent. of the third Part, (reciting as therein is recited) he the said *S. S.* for the Considerations therein mentioned, Did Demise to the said *T. P.* all those, &c. situate, lying and being, &c. as the same are more particularly described in the said Indenture; and also all those, &c. and all other Erections and Buildings whatsoever, then erected and built in

or upon the Back-Ground lying, &c. together with a Yard thereunto belonging and lying, &c. and all Ways, Passages, Yards, Lights, Easements, Waters, Water-Courses, Profits, Advantages and Appurtenances whatsoever, to the said demised Premises belonging or in any wise appertaining; **To hold** to the said **T. P.** his Executors, Administrators and Assigns, from, &c. last past before the Date of the said Indenture, for the Term of fifty-two Years, and one Quarter of a Year, at the yearly Rent of, &c. payable quarterly; **And whereas** by Mistake the said, &c. are expressed in the said recited Indenture to be four in Number, but are really no more than three, one House which was formerly standing, &c. being now made into, &c. **And whereas** by Indenture Tripartite, bearing Date the Day next before the Day of the Date of these Presents, he the said **T. P.** for the Considerations therein mentioned, did absolutely assign to the said **C. F.** the said recited Indenture of Lease, and the Premises thereby demised, and all his Estate, Right, Title, Interest, Claim and Demand, of, in, to or out of the said demised Premises; **To hold** to the said **C. F.** his Executors, Administrators and Assigns; from, &c. then and now last past, for all the Remainder of the said Term of fifty-two Years and one Quarter of a Year, by the said recited Indenture of Lease granted, then to come and unexpired, **Subject** nevertheless unto, and chargeable with the Principal Sum of, &c. secured to the said **S. S.** by an Indenture of Assignment by way of Mortgage made of the said Premises by the said **T. P.** to **J. B.** and **T. B.** of *London*, Linen-Dra- per, in Trust for the said **S. S.** his Executors, Administrators and Assigns, and also subject to the Interest thereof from, &c. last. **And whereas** the said **S. S.** for the several Considerations in the said Tripartite Indenture mentioned, did thereby demise to the said **C. F.** the said, &c. and all and singular other the Premises by the said recited Indenture of Lease demised with their Appurtenances; **To hold** to the said **C. F.** his Executors, Administrators and Assigns, from, &c. which will be, &c. for the Term of fifty-two Years from thence next ensuing, and fully to be compleat and ended, at the yearly Rent of, &c. payable quarterly, as in and by the said several recited Indentures; relation being thereunto respectively had, may more fully ap- pear: **And whereas** the said **C. F.** and **S. S.** have agreed, That the said last recited Indenture of Lease, and the Premises thereby demised, shall be made subject to the Payment of the said Sum of, &c. with such Interest as is or shall become due for the the same, from, &c. **Now this Indenture Witnesseth**, That in Performance of the said Agreement, and in Consideration of, &c. by the said **J. B.** and **T. B.** to the said **C. F.** in hand well and truly paid, the Receipt whereof is hereby acknowledged, he the said **C. F.** at the Nomination, and by the Appointment of the said **S. S.** (testified by his being a Party, and his Signing and

The Habendum.

Recital of the Assignment of the said Indenture of Lease.

The Habendum.

Subject to the Payment of a Sum of Money to a third Person.

Who demises the Premises.

The Habendum.

Assignment of all the Premises by way of Mortgage.

edit in interest
edit in mortgage
to mortgage
The Habendum.

Proviso, on Re-
payment of the Mo-
ney, this Indenture
to be void.

Covenant, that the
Mortgagees shall
re-assign.

Covenant for Pay-
ment of the Money.

Sealing hereunto) hath granted, bargained, sold, assigned, and set over, and by these Presents doth fully, clearly and absolutely grant, bargain, sell, assign, and set over unto the said *J. B.* and *T. B.* the said two several recited Indentures of Lease, and all, &c. therein or thereby, or in or by either of them, granted or demised, with their and every of their Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Use, Trust, Property, Benefit, Claim and Demand whatsoever of him the said *C. F.* of, in, to or out of the same, or any Part or Parcel thereof, in any wise whatsoever; **To have and to hold** the said two recited Indentures of Lease, and all and singular other the Premises herein before mentioned, or intended to be hereby assigned, with their and every of their Appurtenances, unto the said *J. B.* and *T. B.* their Executors, Administrators and Assigns, from thenceforth, for and during all the Rest and Residue of the said respective Terms of fifty-two Years and one Quarter of a Year, and fifty-two Years in and by the said two recited Indentures of Lease granted, and yet to come and unexpired; **In Trust** nevertheless to and for the only proper Use and Behoof of the said *S. S.* his Heirs, Executors, Administrators and Assigns; **Provided** always, and it is agreed by and between **All** the said Parties to these Presents, That if the said *C. F.* his Executors, Administrators or Assigns, shall and do well and truly pay, or cause to be paid, to the said *S. S.* his Heirs, Executors, Administrators or Assigns, the full Sum of, &c. of good, &c. with lawful Interest for the same, in Manner and Form following, (that is to say) the Sum of, &c. without any Deduction, Defalcation or Abatement, for or in respect of any Taxes, Charges, Payments or Assessments ordinary or extraordinary, by Authority of Parliament, or otherwise howsoever; then this present Indenture, as to the Assignment hereby made, and the Estate and Interest hereby granted of and in the said last recited Indenture of Lease, shall cease, determine, and become utterly void and of none Effect; **And** the said *J. B.* and *T. B.* their Executors, Administrators or Assigns, shall and will, at any time after such Payment, assign the said first recited Indenture of Lease, and the Premises thereby granted, to the said *C. F.* his Executors, Administrators or Assigns, or to such Person or Persons as he or they shall appoint, and at his or their Charges, free from all Incumbrances by or under them the said *J. B.* and *T. B.* or either of them; **And** the said *C. F.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *S. S.* his Heirs, Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (that is to say) That he the said *C. F.* his Heirs, Executors, Administrators and Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said *S. S.* his Heirs,

Exc-

Executors, Administrators or Assigns, the said principal Sum of, &c. together with lawful Interest for the same, at the several and respective Days or Times, and in such Manner and Form as in the Proviso above written is or are mentioned or appointed for Payment thereof, without any Deduction, Defalcation or Abatement as aforesaid; **And** that in Case any Default shall happen to be made of or in Payment of the said principal Sum of, &c. or the Interest thereof, or any Part thereof, at the respective Days or Times herein before limited or appointed for Payment thereof, that then and from thenceforth it shall and may be lawful to and for the said *J. B.* and *T. B.* their Executors, Administrators or Assigns, into all and singular the said hereby assigned Premises, or any Part or Parcel thereof, in the Name of the Whole to enter, and the same, from thenceforth for and during all the Rest and Residue of the said respective Terms of fifty-two Years, and one Quarter of a Year, and fifty-two Years, which shall be then to come and unexpired, peaceably and quietly to have, hold and enjoy; and the Rents, Issues and Profits thereof to receive and take, to and for the only proper Use and Behoof of the said *S. S.* his Executors, Administrators or Assigns, without any Manner of Denial, Let, Suit, Trouble, Hindrance, Interruption, Eviction, Ejection, Molestation or Disturbance of or by him the said *C. F.* his Executors, Administrators or Assigns, or any other Person or Persons whatsoever; **And** that he the said *C. F.* his Executors, Administrators and Assigns, and all other Persons claiming under him or the said *T. P.* shall and will at all or any Time or Times (after Breach of the said Proviso) make and execute all such farther Assurances of the said hereby assigned Premises to the said *J. B.* and *T. B.* their Executors, Administrators or Assigns, for all the then Residue and Remainder of the said several Terms of Years, **In Trust** as aforesaid, as shall be by them or any of them reasonably desired: **And** lastly, it is hereby mutually agreed by and between all the said Parties to these Presents, that until Default shall happen to be made of or in Payment of the said Principal Money and Interest, or some Part thereof, at the Days or Times herein before limited or appointed for Payment of the same, they the said *J. B.* and *T. B.* their Executors, Administrators and Assigns, shall and will permit and suffer the said *C. F.* his Executors, Administrators or Assigns, to have, hold and enjoy all and singular the said hereby assigned Premises, and to receive and take the Rents, Issues and Profits thereof to his and their own proper Use and Behoof, without rendring any Account to them the said *J. B.* and *T. B.* their Executors, Administrators or Assigns, for or concerning the same. **In Witness, &c.**

Covenant for Entry in case of Non-payment.

Covenant for farther Assurance.

And that the Mortgagor shall enjoy the Premises till Failure of Payment.

An

An Assignment of a Term of Years in Trust to attend the Inheritance.

(3) **T**HIS Indenture Tripartite made, &c. Between *W. D.* of, &c. Gent. *W. N.* late of, &c. but now of, &c. Gent. of the first Part, *M. G.* of, &c. Widow, of the second Part, and *S. S.* of *London*, Merchant, and *J. B.* of, &c. Linen-Draper, of the third Part: **Whereas** by Indenture dated, &c. for the Consideration therein mentioned, the said *M. G.* did demise to *F. C.* Widow, afterwards the Wife of *J. C.* of, &c. All that Messuage or Tenement commonly called, &c. situate, &c. then- tofore in the Occupation of *J. W.* Inn-keeper, afterwards of *J. F.* Widow, with all and singular the Appurtenances to the said Mes- suage, Tenement or Inn belonging, or in any wise appertaining; **To hold** to the said *F. C.* her Executors, Administrators and As- signs, from the Date hereof, for the Term of five hundred Years, at a Pepper-Corn Rent, payable yearly, **Under** a Proviso to be void on Payment of one hundred and sixty Pounds of, &c. to the said *F. C.* upon certain Days therein mentioned, which are long since past: **And whereas** the said *M. G.* having borrowed the further Sum of, &c. of the said *F. C.* did by Deed Poll, bearing Date, &c. agree with the said *F. C.* that the said Indenture of Mortgage, and the Premises therein mentioned, should remain and stand as a Security for the Payment thereof, as by the said Indenture of Mortgage and Deed Poll, Relation being thereunto had, may more at large appear: **And whereas** by Indenture Qua- dripartite, bearing Date, &c. made between the said *J. E.* and *F. C.* his Wife, of the first Part, the said *M. G.* of the second Part, the said *W. D.* on the third Part, and the said *W. N.* on the fourth Part, the said *J. E.* and *F.* his Wife for the Con- siderations therein mentioned, by the Direction of the said *M. G.* did assign to the said *W. D.* the said recited Indenture of Demise, or Mortgage and Deed Poll, and all and singular the Premises thereby demised, with their and every of their Appurtenances, and all the Estate, Right, Title and Interest of them the said *J. E.* and *F.* his Wife, or any of them, of, in or to the same, or any Part or Parcel thereof; **To hold** to the said *W. D.* his Executors, Administrators and Assigns, from thenceforth for all the Rest and Residue of the said Term of five hundred Years then to come and unexpired; **In Trust** nevertheless for the Use and Benefit of the said *W. N.* his Heirs and Assigns, and to attend and wait upon the Freehold and Inheritance of the Premises then conveyed by way of Mortgage to the said *W. N.* as by the said recited Indenture, Relation being thereunto had, may

Recital of the Indenture.

The Premises.

The Habendum.

The said Inden- ture to stand as a Security for a fur- ther Sum of Mo- ney.

Recital of the Assignment of the above recited In- denture.

The Habendum.

may more fully appear: **Now this Indenture Witnesseth, That** Assignment of all
for and in Consideration of the Sum of, &c. to the said *W. N.* the Premises.
in Hand well and truly paid by the said *S. S.* by the Direction The Considera-
and Appointment of the said *M. G.* testified by her being a tions.
Party to these Presents, and her Signing and Sealing hereunto,
and of the further Sum of, &c. to the said *M. G.* by the said
S. S. in Hand also well and truly paid, being the same Sums of,
&c. and which are mentioned as the Consideration of a certain
Indenture of Release, bearing even Date with these Presents, and
made between the said *M. G.* and the said *W. N.* of the one
Part, and the said *S. S.* of the other Part, and also in Consi-
deration of the Sum of five Pounds of, &c. to the said *W. D.*
by the said *J. B.* in Hand also paid, the several Receipts where-
of they the said *W. M. M. G.* and *W. D.* do hereby respectively
acknowledge, and thereof and of and from every Part and Parcel
thereof do respectively acquit, release and discharge the said *S. S.*
and *J. B.* their Executors, Administrators and Assigns, by these
Presents, he the said *W. D.* by and with the Consent, Direc-
tion and Appointment of the said *W. N.* and likewise of the
said *M. G.* testified by their being Parties hereunto, and Signing
and Sealing hereof; and also the said *W. N.* and *M. G.* have,
and each and every of them hath bargained, sold, assigned and
set over, and by these Presents at the Nomination and by the
Direction and Appointment of the said *S. S.* testified by his being
a Party hereunto, and Signing and Sealing hereof, **do** and each
and every of them **doth** bargain, sell, assign and set over unto
the said *J. B.* the said first recited Indenture of Demise, or
Mortgage and Deed Poll, and the said Messuage, Tenement or
Inn, and all and singular other the Premises thereby demised or
meant, mentioned or intended to be demised, with their and
every of their Appurtenances, and all the Estate, Right, Title,
Interest, Use, Trust, Benefit and Equity of Redemption, Term
of Years yet to come and unexpired, Claim and Demand what-
soever, of them the said *W. D. W. N.* and *M. G.* or any of
them, of, in or to the same, or any Part or Parcel thereof, to-
gether also with the said recited Indenture of Assignment; **to**
have and to hold all and singular the Premises herein before
mentioned or intended to be hereby assigned, with their and every
of their Rights, Members and Appurtenances, unto the said *J. B.*
his Executors, Administrators and Assigns, from henceforth for
and during all the Rest and Residue of the said Term of five hun-
dred Years yet to come and unexpired; **In Trust** nevertheless Declaration of
to and for the only proper Use and Benefit of the said *S. S.* his the Trust.
Heirs and Assigns, and to the Intent and Purpose that the Re-
mainder of the said Term shall attend and wait upon the Free-
hold and Inheritance of the Premises, conveyed or intended to
be conveyed by the said *M. G.* and *W. N.* to the said *S. S.* his
Heirs and Assigns, by Indentures of Lease and Release, and Bar-
gain

Covenant that
the Premises are
free from Incum-
brances.

gain and Sale, inrolled or intended to be inrolled in the High Court of Chancery, the Lease bearing Date the Day before, and the Release and Bargain and Sale bearing even Date with these Presents, and to and for none other Use, Intent or Purpose whatsoever: And the said *W. N.* for himself, his Heirs, Executors and Administrators, and for the said *W. D.* doth hereby covenant, promise and agree, to and with the said *S. S.* his Heirs and Assigns, that he the said *W. N.* and the said *W. D.* or either of them, have not, nor hath made, done, committed, or wittingly and willingly suffered any Act, Matter or Thing, whereby or by Reason or Means whereof the said hereby assigned Premises, or any Part thereof, is, are, shall or may be impeached, charged or incumbered, in Title, Charge, Estate, or otherwise howsoever: And the said *W. D.* for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *S. S.* his Heirs and Assigns, that he the said *W. D.* hath not made, done, committed, or wittingly suffer'd any Act, Matter or Thing, whereby or by Reason or Means whereof the said hereby assigned Premises, or any Part thereof, is, are or shall or may be impeached, charged or incumbered, in Title, Charge, Estate, or otherwise howsoever. In Witness, &c.

A Lease for a Year.

(4)

The Considera-
tion.

The Premises.

THIS Indenture made, &c. Between *A. W.* of, &c. Woollen-Draper, eldest Son of, &c. of the one Part, and *R. P.* of, &c. Woollen-Draper, of the other Part, Witness-eth, That for and in Consideration of the Sum of five Pounds of lawful, &c. by the said *R. P.* to the said *A. W.* in Hand paid at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him hereunto moving, hath bargained and sold, and by these Presents doth bargain and sell unto the said *R. P.* All that Messuage, Tenement and Farm-house, commonly called or known by the Name of, &c. or by what other Name or Names the same is called or known, with the Barns, Stables, Out-houses, Orchards, Gardens, Yards, Meadows, Lands, Tenements, Pastures, Feedings, Commons, Woods, Coppices, Ways, Waters, Liberties, Privileges, Easements, Commodities, Emoluments and Hereditaments whatsoever, thereunto belonging or in any wise appertaining, or accepted, reputed, taken or known, used, enjoyed, held, occupied, leased or demised, as Part, Parcel or Member of the same; And also all those several Pieces or Parcels of Arable, Meadow and Pasture Ground there-

Mortgages.

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thereunto belonging, containing in the whole, by Estimation, &c. be the same more or less, with their and every of their Appurtenances; all which said Premises are situate, lying or being in or near, &c. and now or late in the Tenure or Occupation of, &c. or one of them, their or one of their Under-Tenants or Assigns; And also all other the Messuages, Lands, Tenements and Hereditaments of him the said *A. W. Jun.* or whereof or wherein he hath any Estate of Inheritance, or other Interest in Possession, Reversion or Remainder, with their and every of their Appurtenances, situate, lying or being, &c. And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and of every Part thereof; **To have and to hold** the said Messuage or Tenement, or Farmhouse, Pieces or Parcels of Ground, Lands, Tenements and Hereditaments, and all and singular the Premises herein before-mentioned, or intended to be hereby bargained and sold, with their Appurtenances, unto the said *R. P.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during, and unto the full End and Term of one whole Year, from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore unto the said *A. W. Jun.* his Heirs or Assigns, the Rent of one Pepper-Corn only on the last Day of the said Term, (if the same shall be demanded) to the Intent and Purpose that by Force and Virtue of this present Bargain and Sale, and of the Statute of transferring Uses into Possession, the said *R. P.* may be in the actual Possession of the Premises, and thereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof, to him, his Heirs and Assigns, by Indenture intended to be made between the said *A. W. Jun.* of the one Part, and the said *R. P.* of the other Part; and to bear Date the Day next after the Day of the Date of these Presents. **In Witness, &c.**

The *Habendum.*

The *Reddendum.*

The Release by Way of Mortgage.

THIS Indenture made, &c. Between *A. W. Jun.* of, &c. Woollen Draper, eldest Son of, &c. of the one Part, and *R. P.* of, &c. Woollen Draper, of the other Part: **Whereas** the said *A. W.* by his Bond or Obligation duly executed, bearing even Date with these Presents, stands bound to the said *R. P.* in the Sum of, &c. conditioned for the Payment of the Sum of, &c. with lawful Interest for the same, on, &c. next ensuing the Date of these Presents; **Now this Indenture Witnesseth,** That the said *A. W.* the Younger, in Consideration of the said Debt or Sum of,

(5)

Recital of a Bond.

The Considerations of this Release.

Covenant of Release.

The Habendum.

Proviso, That upon Payment of the Money and Interest due on the aboverecited Bond, this present Indenture of Release to be void.

Covenant for Payment of the Money.

of, &c. and for better securing the Payment thereof, with Interest to the said *R. P.* his Executors, Administrators or Assigns, according to the Condition of the said Bond, and also in Consideration of the further Sum of five Shillings to him the said *A. W. Jun.* by the said *R. P.* at or before the Sealing and Delivery of these Presents likewise well and truly paid, the Receipt whereof is hereby acknowledged, ~~both~~ granted, bargained, sold, released and confirmed, and by these Presents doth grant, bargain, sell, release and confirm unto the said *R. P.* (in his actual Possession now being, by Virtue of a Bargain and Sale to him made by Indenture, bearing Date the Day next before the Day of the Date of these Presents, for the Term of one Year, commencing from the Day next before the Day of the Date of the same Indenture, in Consideration of five Shillings paid by the said *R. P.* to the said *A. W.* the younger, and of the Statute for transferring Uses into Possession) and to his Heirs and Assigns, all that, &c. and all the Estate, Right, Title, Interest, Use, Trust, Possession, Benefit, Property, Claim and Demand whatsoever, of him the said *A. W.* the younger, of, in, to or out of the same, or any Part or Parcel thereof, in any wise howsoever; **To have and to hold** the said Messuage or Tenement, or Farm-house, Pieces or Parcels of Ground, and all and singular other the Premises herein before mentioned, or intended to be hereby granted and released, with their and every of their Rights, Members and Appurtenances, unto the said *R. P.* his Heirs and Assigns, to the only proper Use and Behoof of the said *R. P.* his Heirs and Assigns for ever: **Provided** nevertheless, and it is the true Intent and Meaning of the said Parties, and of these Presents, That if the said *A. W.* the younger, his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid, unto the said *R. P.* his Executors, Administrators or Assigns, the said full Sum of, &c. of good, &c. with lawful Interest for the same, on, &c. next ensuing the Date of these Presents, according to the Condition of the said recited Bond, without any Deduction, Defalcation or Abatement whatsoever, for or by reason of any Manner of Taxes, Rates, Duties, Assessments, Impositions or Charges whatsoever, ordinary or extraordinary, laid, rated or assessed, or to be laid, rated or assessed by Authority of Parliament, or otherwise howsoever, **Then** this present Indenture, and the Grant and Release hereby made, and every Claim, Article and Thing herein contained, and also the said Bond, shall cease, determine and become, and be absolutely void and of none Effect: **And** the said *A. W. Jun.* for himself, his Heirs, Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said *R. P.* his Executors, Administrators and Assigns, in Manner and Form following; (that is to say) That he the said *A. W. Jun.* his Heirs, Executors, Administrators and Assigns, or some of them, shall and will

will well and truly pay, or cause to be paid unto the said R. P. his Executors, Administrators or Assigns, the said Sum of, &c. with lawful Interest as aforesaid, on the Day herein before limited for Payment thereof, without any Deduction, Defalcation or Abatement whatsoever; And that the said released Premises now are, and be, and at all Times, from and after any Default shall happen to be made of or in Payment of the said Sum, of, &c. and Interest or any Part thereof, shall be, remain and continue free and clear of and from all Manner of former and other Gifts, Grants, Mortgages, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, done, committed, or wittingly suffered by him the said A. W. jun. And also, That at any time or times after such Default, he the said A. W. jun. his Heirs and Assigns, and every other Person and Persons lawfully having or claiming any Estate or Interest of or in the said hereby released Premises, or any Part thereof, by, from, under or in Trust for him, shall and will upon the Request, and at the Charge of the said R. P. his Heirs or Assigns, make, do, acknowledge, levy, suffer and execute all such further and other Acts, Matters, Things, Devices, Conveyances and Assurances in the Law whatsoever, for the further and better conveying and assuring of the said hereby released Premises unto the said R. P. his Heirs and Assigns as aforesaid, as by him or them, or his or their Counsel learned in the Law shall be reasonably devised, advised or required. And whereas the said R. P. hath obtain'd Judgment in his Majesty's Court of *Common Pleas* at *Westminster*, as of this present *Michaelmas* Term, against the said A. W. jun. for the Sum of, &c. besides Costs of Suits, as by the Records of the said Court, Relation being thereunto had, may appear; Now it is hereby declared and agreed by and between the said Parties to these Presents, that the said Judgment shall stand and remain as a further Security only for the Payment of the said Sum of, &c. and Interest, according to the Condition of the said recited Bond; and that no Execution or other Process shall issue thereupon, till after Default shall be made in Payment of the said Money; And that when, and as soon as, or at any time after the said Sum of, &c. and Interest shall be fully paid and satisfied, by or out of the said hereby released Premises, or by Virtue of the said Judgment, or otherwise, by the said A. W. jun. his Heirs, Executors or Administrators, he the said R. P. his Executors or Administrators, at the Request, Costs and Charges of the said A. W. jun. his Heirs, Executors, Administrators or Assigns, shall and will acknowledge Satisfaction, or execute a Warrant to acknowledge Satisfaction upon the Record of the said Judgment. And the said A. W. jun. doth hereby remise, and for ever release to the said R. P. his Executors, Administrators and Assigns, all and all manner of Error and Errors, Writ and Writs of Error, Defects and Omissions whatsoever,

And that the Premises are free from Incumbrances.

Covenant for further Assurance.

Recital of Judgment obtained on the above mentioned Bond.

Covenant, That the said Judgment shall stand as a further Security: But that no Execution shall be taken out upon it till Default of Payment, &c.

Covenant to acknowledge Satisfaction when the Money is paid.

Release of Errors.

in, about, touching or concerning the said Judgment, or the Entry thereof, or any the Proceedings relating thereto in any wise howsoever. In Witness, &c.

An Assignment of a Lease by an Administrator of a Legatee by way of Mortgage, with Consent of the Executor.

(6) **T**HIS Indenture, made, &c. Between *E. B.* Citizen and Joiner of *London*, and *E.* his Wife, Executrix of the last Will and Testament of *R. F.* late Citizen and Cooper of *London*, deceased, on the one Part, and *R. G.* of, &c. on the other Part: **W**hereas the Mayor and Commonalty, and Citizens of the City of *London*, Governors of the Hospital of *Christ, Bridewell*, and *St. Thomas the Apostle*, did by Indenture of Lease bearing Date, &c. (for the Considerations therein expressed) demise unto the said *R. F.* all that Messuage or Tenement situate, &c. containing by Estimation, &c. together with all Lights, Ways, Easements, Water-Courses, Commodities and Appurtenances whatsoever thereunto belonging or appertaining; **T**o hold to the said *R. F.* his Executors, Administrators and Assigns, from, &c. unto the full End and Term of seventy-one Years, at the yearly Rent of, &c. payable, &c. as by the said recited Indenture of Lease, (amongst divers Covenants, Clauses, Provisoos, Conditions and Agreements therein contained) Relation being thereunto had, may more fully appear: **A**nd whereas the said *R. F.* by his last Will and Testament in Writing, bearing Date, &c. proved by the above-named *E. B.* in the Prerogative Court of *Canterbury*, Gave and bequeathed to *E. B.* the Son of the said *E.* by the said *E. B.* her Husband, Party to these Presents, the said demised Messuage or Tenement, and the said recited Indenture of Lease, during all the Time and Term therein to come and unexpired; **A**nd whereas the said *E. B.* the Son being dead intestate, and unmarried, Letters of Administration of all his Goods and Chattels, Rights and Credits, bearing Date, &c. have been granted by the Bishop of *London* to the said *E. B.* his Father, Party to these Presents, who is thereby legally become intitled to the said recited Indenture of Lease, and the said Premises thereby demised, for all the Residue and Remainder of the said Term: **N**ow this Indenture Witnesseth, That for and in Consideration of the Sum of, &c. of good, &c. to the said *E. B.* Party to these Presents in Hand, at or before the Sealing of these Presents, paid by the said *R. G.* and also in Consideration of five Pounds of like Money to him, and the said *E.* his Wife, or

Recital of a Lease made by the Governors of the Hospitals of *Christ, Bridewell* and *Saint Thomas*.

The Habendum.

Lessee devises the said Lease by Will.

Administration granted.

Assignment of the said Lease by the Administrator, &c.

Mortgages.

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one of them, in Hand paid by the said R. G. the Receipt of which said several Sums of Money the said E. B. and E. his Wife do hereby acknowledge, and thereof, and from every Part and Parcel thereof, do release, acquit and discharge the said R. G. his Executors, Administrators and Assigns, by these Presents, He the said E. B. by and with the Consent of the said E. his Wife, testified by her Signing and Sealing to these Presents, and also the said E. have, and each of them hath, granted, bargained, sold, assigned, transferred and set over, and by these Presents do, and each of them doth grant, bargain, sell, assign, transfer and set over unto the said R. G. the said recited Indenture of Lease, and the said Messuage or Tenement, and all and singular other the Premises, with their Appurtenances thereby demised, or meant, mentioned or intended to be demised, and all the Estate, Right, Title, Interest, Use, Trust, Property, Profit, Benefit and Claim whatsoever, of them the said E. B. and E. his Wife, and either of them, of, in, to or out of the same, or any Part thereof, in any wise howsoever; To have and to hold the said recited Indenture of Lease, and the said Messuage or Tenement, and all and singular other the Premises herein before mentioned or intended to be assigned, with their Appurtenances, unto the said R. G. his Executors, Administrators and Assigns, from henceforth, for and during all the Rest and Residue of the said Term of seventy-one Years, by the said recited Indenture of Lease granted, yet to come and unexpired; **Provided** always, and upon Condition nevertheless, that if the said E. B. his Executors, Administrators or Assigns, shall and do well and truly pay, or cause to be paid unto the said R. G. his Executors, Administrators or Assigns, the full Sum of, *£* 100. with lawful Interest for the same at the Rate of, *£* 5. at or upon, *£* 5. next ensuing the Date hereof, without any Deduction, Defalcation or Abatement, for or in respect of Taxes, or any other Matter or Thing whatsoever, by Authority of Parliament, or otherwise howsoever, that then and from thenceforth this present Indenture, and the Estate and Interest hereby assigned, shall cease, determine, and become and be utterly void, and of none effect; **And** the said E. B. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said R. G. his Executors, Administrators and Assigns, by these Presents, that he the said E. B. his Executors, Administrators or Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said R. G. his Executors, Administrators or Assigns, the said Sum of, *£* 100. with Interest for the same as aforesaid, at the time herein mentioned or appointed for Payment thereof, according to the true Intent and Meaning of these Presents, without any Deduction, Defalcation or Abatement whatsoever: **And further,** That he the said E. B. and the said E. his Wife, or one of them, at the time of the Sealing and Delivery of these Presents, is lawfully and rightfully interested in, and possessed of the said recited Indenture of

And have good Right, &c. to assign the same.

And that in Default of Payment, the Assigns shall enjoy the Premises, without any Disturbance, &c.

Habendum for the Residue of the Term.

Proviso to be void on Payment of a Sum.

Covenant for the Payment of the said Sum of Money.

And that the Assignors are lawfully possessed of the Premises.

of Lease, and the said Messuage or Tenement, and Premises, with their Appurtenances hereby demised, for and during all the Remainder of the said Term of seventy-one Years yet to come and unexpired; And that they, or one of them, have or hath in him, her or themselves, good Right, true Title, full Power, and lawful Authority, to grant, bargain, sell, assign, and set over the same, and every Part thereof unto the said R. G. his Executors, Administrators and Assigns, in Manner and Form as aforesaid; And that in case the said E. D. his Executors, Administrators and Assigns, shall happen to make Default of or in Payment of the said Sum of, &c. and the Interest thereof at the time above mentioned for paying of the same, that then and from thenceforth it shall and may be lawful to and for the said R. G. his Executors, Administrators or Assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said hereby assigned Premises, with their Appurtenances, and the Rents, Issues and Profits thereof, to his and their own proper Use and Behoof, to receive and take, for and during all the Remainder of the said Term of seventy-one Years, then to come and unexpired, without any Let, Suit, Trouble, Denial, Eviction, Ejection, Molestation or Hindrance of or by them the said E. B. and E. his Wife, or either of them, or of any other Person or Persons whatsoever; And that free and clear, and freely and clearly acquitted, exonerated and discharged of, from and against all and all Manner of former and other Bargains, Sales, Gifts, Grants, Leases, Wills, Uses, Mortgages, Conditions, Rents, Arrearages of Rents, Assignments, Judgments, Statutes, Executions, Extents, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed or suffered by the said E. B. and E. his Wife, or either of them, or of or by any other Person or Persons whatsoever; And that he the said E. B. and E. his Wife, and all other Persons lawfully having or claiming any Estate or Interest in the said hereby assigned Premises, shall and will, at any time after such Default, make and execute all such further Assurances of the same Premises unto the said R. G. his Executors, Administrators and Assigns, for all the then Residue of the said Term, as by him or them, or his or their Counsel learned in the Law, shall be reasonably desired or requested. And the said R. G. for himself, his Executors, Administrators and Assigns, doth hereby agree with the said E. B. his Executors, Administrators and Assigns, that until Default shall happen to be made of or in Payment of the said Sum of, &c. or the Interest thereof, it shall and may be lawful for him and them to hold and enjoy the said hereby assigned Premises with their Appurtenances, and the Rents, Issues and Profits thereof to take and receive to his and their own Use, without any lawful Let, Suit, Trouble, Denial or Interruption of or by him the said R. G. his Executors, Administrators or Assigns. In Witness, &c.

And have good Right, &c. to assign the same.

And that in Default of Payment, the Assignees shall enjoy the Premises, without any Disturbance, &c.

And free from all Incumbrances.

Covenant for further Assurance, &c. in case of Failure of Payment.

And that the Assignors shall enjoy, &c. till such Failure.

*An Assignment of a Lease and Demise of
a Rectory, by Way of Mortgage.*

THIS Indenture made, &c. Between J. C. of, &c. Clerk, and S. his Wife, Relict and Administratrix of S. T. late of, &c. Yeoman, deceased on the one Part, and T. W. of, &c. Clerk, on the other Part: *Whereas* E. K. Widow, by Indenture of Lease bearing Date on or about, &c. did demise to the said S. T. in his Life-time, all that Capital Messuage or Farm, called, &c. and the Buildings and Lands thereunto belonging, or therewith then or theretofore used or enjoyed, containing by Estimation, &c. lying, &c. and then in the Tenure of the said S. T. or his Assigns (except as in the said Indenture of Lease is excepted) for the Term of, &c. at the yearly Rent of, &c. payable, &c. as by the said recited Indenture, Relation being thereunto had, may more fully appear: *Now this Indenture Witnesseth*, That in Consideration of the Sum of, &c. of good, &c. to them the said J. C. and S. his Wife, or one of them, in Hand paid by the said T. W. at or before the Sealing or Delivery hereof, the Receipt whereof is hereby acknowledged, they the said J. C. and S. his Wife, have granted, bargained, sold, assigned and set over, and by these Presents do grant, bargain, sell, assign and set over unto the said T. W. the said recited Indenture of Lease and the said Messuage or Farm, and Lands, and all other Things therein or thereby demised, with their Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Use, Trust, Possession, Reversion, Property, Claim and Demand whatsoever of them the said J. C. and S. his Wife, of, in, to or out of the said Premises, every or any Part or Parcel thereof; **To have and to hold** all and singular the said hereby assigned Premises, with their Appurtenances, unto the said T. W. his Executors, Administrators and Assigns to his and their own Use, from henceforth for and during all the Rest, Residue and Remainder of the said Term of, &c. by the said recited Indenture of Lease granted, yet to come and unexpired, subject nevertheless to the Proviso herein after contained: *And this Indenture further Witnesseth*, That the said J. C. for the Considerations aforesaid, doth hereby demise and lease to the said T. W. all that the Rectory of, &c. and the Glebe-Lands and Barn thereunto belonging, and also all and all Manner of Tithes, as well great as small, and all Compositions for the same, and all other the Profits of the said Rectory, or to the same in any wise belonging or appertaining; **To have and to hold** all and singular the said hereby demised Premises with their Appurtenances, unto the said T. W. his Executors, Admini-

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Recital of the Lease.

The Premises.

Assignment of the said Lease.

The Habendum.

Demise of the Rectory.

The Habendum.

The Reddendum.

Proviso, this present Indenture of Assignment to be void on the Payment of a Sum of Money.

Covenant to pay the Money.

And in Default of Payment the Mortgagee to enter, and take the Profits, &c.

Covenant to make farther Assurance, &c.

nistrators and Assigns from henceforth, for the Term of, &c. now next following; Yielding and Paying therefore to the said *J. C.* the Rent of one Pepper-Corn only at *Michaelmas* yearly, if the same shall be demanded: ~~Provided~~ always, and it is hereby declared and agreed, by and between all the said Parties to these Presents, That if the said *J. C.* and *S.* his Wife, their or either of their Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said *T. W.* his Executors, Administrators or Assigns, the full Sum of, &c. of good, &c. with lawful Interest for the same, on, &c. next ensuing the Date of these Presents, without any Deduction or Abatement, for or in Respect of any Taxes, Rates, Charges or Assessments, or otherwise howsoever, Then this present Indenture, and the Assignment and Demise hereby made, and every Thing herein contained shall cease, determine, and be utterly void and of none effect. And the said *J. C.* for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *T. W.* his Executors, Administrators and Assigns, in Manner following, (that is to say) That he the said *J. C.* his Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid, unto the said *T. W.* his Executors, Administrators or Assigns, the said Sum of, &c. with lawful Interest for the same, at the Times herein above-mentioned for Payment thereof, without any Deduction or Abatement whatsoever, as aforesaid; And that if Default shall happen to be made of or in Payment of the said Sum of, &c. or the Interest thereof, or any Part thereof, contrary to the true Intent and Maning of these Presents, that then, or at any Time afterwards, it shall and may be lawful to and for the said *T. W.* his Executors, Administrators or Assigns, to enter into all and singular the said hereby assigned and demised Premises, and the same from thenceforth for and during all the Rest and Residue of the said Terms of, &c. then to come and unexpired, peaceably and quietly to hold and enjoy, and the Rents, Issues, Tithes and other Profits thereof to receive and take, without any lawful Let, Suit, Trouble, Denial, Hindrance or Interruption of or by the said *J. C.* and *S.* his Wife, their Executors, Administrators or Assigns, or of or by any other Person or Persons whatsoever; And that they the said *J. C.* and *S.* his Wife, and all Persons lawfully having or claiming any Estate or Interest in the said hereby assigned or demised Premises, shall and will at any Time or Times after such Default, at the Request of the said *T. W.* his Executors, Administrators or Assigns, make, do, perform and execute all and every such further and other Acts and Things, for the better and more perfect Assuring and Confirming of the said Premises respectively unto the said *T. W.* his Executors, Administrators and Assigns, for and during all the then Rest and Residue of the said respective Terms of, &c. as by

by the said *T. W.* his Executors or Administrators, or by his and their Counsel learned in the Law, shall be reasonably devised, advised or required. And lastly, it is agreed by and between the said Parties to these Presents, That until a Breach of the said Proviso shall happen, it shall and may be lawful to and for the said *J. C.* and *S.* his Wife, their Executors, Administrators and Assigns, to receive and take the Rents, Issues and Profits of the said hereby assigned Farm, called, &c. with the Appurtenances, without any Account to be made or rendred to the said *T. W.* his Executor, Administrators or Assigns, for or concerning the same; But that the said *T. W.* his Executors, Administrators or Assigns shall or lawfully may (if he or they shall think fit) receive and take the said hereby demised Tithes, and all Compositions made for the same, or any Part thereof, and all other the Profits of the said Rectory of, &c. for or towards Payment and Satisfaction of the said Sum of, &c. and such Interest as shall grow due for the same; And that in case the said Sum of, &c. and Interest, with such Costs and Charges as the said *T. W.* his Executors, Administrators or Assigns, shall be put to or expend, in or about their Receiving of the said Tithes, Compositions or other Profits, shall be thereby fully paid and satisfied before the said, &c. next, Then these Presents shall from and immediately after such Payment and Satisfaction become and be void and of none Effect. In Witness, &c.

Provided that until a Breach of the Proviso, the Mortgagors shall enjoy the Farm, &c.

But the Mortgagee to enjoy the Rectory, Tithes, &c.

And when the Mortgage-Money, &c. is paid, this Indenture to be void.

*A Bill of Sale of Corn and Hay, &c.
by Way of Mortgage.*

KNOW all Men by these Presents, That I *J. C.* Rector of, &c. for and in Consideration of, &c. to me in Hand paid at and before the Sealing and Delivery of these Presents, by *T. W.* Rector of, &c. the Receipt whereof I hereby acknowledge, have bargained and sold, and by these Presents do bargain, sell and deliver unto the said *T. W.* All that Stack or Quantity of Wheat, consisting of, &c. (more or less) lying partly, &c. and partly in, &c. and two Quarters of Barley (more or less) lying, &c. and also ten Load of Hay (more or less) lying, &c. and all other the Corn, Grain and Hay, of or belonging to me the said *J. C.* lying, &c. To have and to hold all and singular the said above bargained Premises, and every Part and Parcel thereof, unto the said *T. W.* his Executors, Administrators and Assigns, as his and their own proper Goods and Chattels for ever: And I the said *J. C.* my Executors and Administrators, all and every the said Premises, unto the said *T. W.* his Executors and Administrators, from and against all Persons, shall,

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The Premises.

The Habendum.

Covenant of Warranty.

Provided this Bill of Sale to be void upon Payment of certain Sums of Money.

And in Case of Failure of Payment, the Mortgagee to sell the Premises for Payment of the Mortgage Money, &c.

And to render the Overplus to the Mortgagor.

shall and will warrant, acquit and defend by these Presents: ~~Pro-~~vided always, and it is the true Intent and Meaning of these Presents, That if I the said J. C. my Heirs, Executors or Administrators, shall and do well and truly pay, or cause to be paid, unto the said T. W. his Executors, Administrators or Assigns, the full Sum of, &c. of lawful, &c. in Manner following, (that is to say) the Sum of, &c. with lawful Interest for the same, on, &c. now next coming, and the Sum of, &c. Remainder of, &c. with like Interest for the same, on, &c. then next also following, without any Deduction or Abatement whatsoever, Then this present Bill of Sale to be void, and of none Effect, or else to be and remain in full Force and Virtue: But if Default shall be made in Payment of the said Principal Money or Interest, contrary to the Proviso above-mentioned, that then it shall and may be lawful to and for the said T. W. his Executors, Administrators and Assigns, at any Time after the said, &c. to sell and dispose of all or such Part of the said Corn, Grain or Hay, as he the said T. W. his Executors, Administrators or Assigns shall think fit, at such Price or Prices as may be reasonably had or obtained for the same; and thereout in the first Place to pay, deduct or retain to him or themselves all such Principal and Interest Money as shall then become due and be unpaid, with the Charges arising by such Sale or Disposal; and the Overplus of such Money (if any be) together with the Remainder of the said Corn, Grain or Hay, if any shall so happen to be unfold or undisposed of, shall be and is hereby agreed to be rendred or delivered to me the said J. C. my Executors, Administrators or Assigns. In Witness, &c.

An Assignment of a Mortgage, with a fresh Demise.

(9) **T**HIS Indenture Tripartite, made, &c. Between L. T. of, &c. Widow, the only Daughter and Heir of J. T. late of, &c. Widow, deceased, which said J. T. was the only surviving Sister and Heir of T. B. of, &c. deceased, of the first Part, F. M. of, &c. Coach-harness-maker, of the second Part, and E. B. of, &c. Widow, of the third Part: Whereas by Indenture bearing Date, &c. made between the said L. T. of the one Part, and the said F. M. of the other Part, the said L. T. for the Considerations therein mentioned, did demise, grant, bargain and sell unto the said F. M. his Executors, Administrators and Assigns, all that Messuage or Tenement, with the Appurtenances, situate, &c. heretofore in the Tenure or Occupation of E. P.

Recital of the Mortgage.

Mortgages.

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E. P. Sadler, afterwards of *M. D.* and then in the Tenure or Occupation of *M. H.* And also that other Messuage or Tenement, with the Appurtenances, situate, &c. heretofore in the Tenure or Occupation of, &c. together with the Ground and Soil whereon the same Messuage then stood, and also all and singular the Houses, Edifices, Buildings, Sheds, Shops, Stalls, Cellars, Sollars, Chambers, Rooms, Yards, Back-sides, Waters, Water-courses, Lights, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said Messuages or Tenements, or either of them, belonging or in any wise appertaining, or to or with the same then, or at any Time theretofore, demised, letten, used, occupied or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member of them, or either of them, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and all yearly and other Profits of all and singular the said Premises; **To hold** to the said *F. M.* his Executors, Administrators and Assigns from, &c. last past, before the Date of the same Indenture, for and during and unto the full End and Term of one thousand Years from thence next ensuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, **Under** a Proviso or Condition nevertheless, to be void on the said *L. T.* her Heirs, Executors, Administrators or Assigns, paying to the said *F. M.* his Executors, Administrators or Assigns, the Sum of, &c. on, &c. then next ensuing, without any Deduction for Taxes or other Impositions whatsoever; which said Money was not paid according to the said Proviso or Condition, whereby the said Term became absolute in the Law: **And whereas** there is now due and owing upon the said Mortgage to the said *F. M.* for Principal and Interest the Sum of, &c. **Now this Indenture Witnesseth**, That for and in Consideration of the said Sum of, &c. of lawful, &c. to the said *F. M.* in Hand paid by the said *E. B.* at or before the Sealing and Delivery of these Presents, by the Direction and Appointment of the said *L. T.* testified by her being a Party, and her Signing and Sealing to these Presents, and of the further Sum of, &c. of like lawful Money to the said *L. T.* in Hand also paid by the said *E. B.* at or before the Sealing and Delivery of these Presents, the several and respective Receipts of which said several Sums of, &c. they the said *F. M.* and *L. T.* do hereby respectively acknowledge, and thereof and therefrom, and from every Part and Parcel thereof, do, and either of them doth, clearly and absolutely acquit, release and discharge the said *E. B.* her Executors, Administrators and Assigns, and every of them, for ever by these Presents, the said *F. M.* at the Desire and Request, and by and with the Consent, Direction and Appointment of the said *L. T.* and also the said *L. T.* **Have**, and each of them **hath** bargained, sold and assigned, and by these Presents do, and each of them doth bargain, sell and assign unto the said *E. B.* her Exec-

The Premises.

The Habendum for 1000 Years without Impeachment of Waste.

Proviso to be void on Payment of the Mortgage-Money.

Assignment of the above recited Mortgage.

*Habendum for the
Remainder of the
1000 Years.*

*Release of the E-
quity of Redemp-
tion.*

*Covenant that the
Premises are free
from Incumbran-
ces.*

*Demise of other
Premises held by
Lease under the
Mayor, &c. of Lon-
don.*

cutors, Administrators and Assigns, all those said two Messuages or Tenements, and all and singular other the Premises, in or by the said recited Indenture demised, or intended to be demised, by the said *L. T.* to the said *F. M.* as aforesaid, with their and every of their Members and Appurtenances, and also all the Estate, Right, Title, Term of Years, Possession, Property, Claim and Demand whatsoever, of them the said *L. T.* and *F. M.* or either of them, of, in, to or out of the said hereby bargained or assigned Premises, or any Part thereof in any wise howsoever, together with the said recited Indenture of Demise; **To have and to hold** the said Messuages or Tenements, and all and singular other the Premises herein before mentioned, or intended to be hereby bargained, sold or assigned, with their and every of their Appurtenances, unto the said *E. B.* her Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue yet to come and unexpired of the said Term of one thousand Years, in and by the said recited Indenture of Demise granted, yet to come and unexpired: **And** the said *L. T.* for the Considerations aforesaid, doth hereby for herself, her Heirs, Executors and Administrators, remise, release, and for ever quit-claim unto the said *E. B.* her Executors, Administrators and Assigns, the said Proviso or Condition contained in the said recited Indenture of Demise, and all her Right, Title, Power and Equity of Redemption of, in or to the said bargained and assigned Premises, or any Part thereof, by Virtue of the said recited Indenture of Demise, or the said Proviso or Condition therein contained, or otherwise howsoever, subject nevertheless to the Proviso or Agreement herein after contained for the Assignment of the same Premises: **And** the said *F. M.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said *E. B.* her Executors, Administrators and Assigns, by these Presents, that he the said *F. M.* hath not, at any Time or Times, made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the said hereby bargained and assigned Premises, or any Part thereof, is, are, shall or may be charged or impeached in Title, Charge, Estate, or otherwise howsoever: **And whereas** the said *L. T.* as Administratrix to the said *J. T.* her Mother, or by Virtue of the Will of her late Grandmother *A. M.* deceased, or otherwise, is legally intitled to a Messuage or Tenement situate, &c. and two other Houses lying behind the same, now or late in the Tenure or Occupation of, &c. held under the Mayor and Commonalty and Citizens of *London*, and being Parcel of the Lands and Tenements within the Account of the Masters or Wardens of *London-Brigde*, for the Remainder of a Term, whereof two Years will be to come at, &c. next, at the yearly Rent of, &c. payable quarterly: **And whereas** the said *L. T.* hath lately agreed with the said Mayor and Commonalty and

and Citizens of *London*, for a new Lease to be granted to her of the said three last mentioned Messuages or Tenements for, &c. to commence from the Expiration of the present Lease thereof, at the yearly Rent of, &c. free from Taxes, payable also quarterly, but the said new Lease is not as yet made: **Now this Indenture further Witnesseth**, That the said *L. T.* for the Considerations aforesaid, hath demised, and to Farm let, and by these Presents doth demise and to Farm let unto the said *E. B.* the said three last mentioned Messuages or Tenements, with their Appurtenances, situate, &c. and all Ways, Passages, Yards, Lights, Easements, Privileges, Advantages and Appurtenances whatsoever, to the same or any of them belonging; **To have and to hold** to the said *E. B.* her Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the Term of Years in the Lease, whereby the same are now held, yet to come and unexpired, at and under the yearly Rent of one Pepper-Corn only, payable at *Michaelmas* yearly, during the Remainder of the said Term to the said *L. T.* her Executors, Administrators or Assigns, subject nevertheless to the Proviso or Condition herein after contained: **And further**, The said *L. T.* for the Considerations aforesaid, doth hereby for herself, her Heirs, Executors and Administrators, covenant and promise to and with the said *E. B.* her Executors, Administrators and Assigns, that she the said *L. T.* shall and will within one Month next ensuing the Date of these Presents, pay to the said Mayor and Commonalty and Citizens the Sum of, &c. of lawful, &c. being the Money agreed to be paid by her as a Fine for the said new Lease; **And that** she will within the Space of one Month procure the said new Lease to be made and passed, under the Seal of the said Mayor and Commonalty and Citizens in the usual Form, and delivered to the said *E. B.* her Executors, Administrators or Assigns; and that she will also within the same Time, at her Charge, in due Form of Law, by Indenture under Hand and Seal to bear Date the next Day after the Date of the said new Lease, demise the said three last mentioned Messuages or Tenements, with their Appurtenances, to the said *E. B.* her Executors, Administrators and Assigns, for all the said Term of, &c. which shall be granted by the said new Lease, at the yearly Rent of a Pepper-Corn only, payable to the said *L. T.* her Executors, Administrators and Assigns at *Michaelmas* yearly, during the said Term (if lawfully demanded) **Under** the like Proviso or Condition for making void such Demise as is herein after contained, for making void the Demise hereby made of the said three Messuages or Tenements, for the Remainder of the Term yet to come in the present Lease thereof, (that is to say) **Provided** always, and the said *E. B.* for herself, her Executors, Administrators and Assigns, doth hereby covenant, promise and agree to and with the said *L. T.* her Executors, Administrators and Assigns, that if the said *L. T.* her Heirs, Executors, Admini-

Habendum for the Residue of the Term.

Covenant to pay the Fine for renewing the Lease.

And to procure such new Lease to be made.

And to demise the same, &c.

Proviso that upon Payment of a Sum of Money this present Demise to be void.

nistrators

Covenant to re-
assign.

Covenant to pay
the Money.

Covenant that the
above recited De-
mise is a good De-
mise in Law.

Covenant for quiet
Enjoyment, &c. in
Default of Pay-
ment.

nistrators or Assigns, do and shall well and truly pay, or cause to be paid unto the said *E. B.* her Executors, Administrators or Assigns, the Sum of, *£* without any Deduction, Defalcation or Abatement of or for any manner of Taxes, Assessments, Charges or Impositions whatsoever, by Authority of Parliament or otherwise howsoever, that then and from thenceforth the said Demise hereby made of the said three last mentioned Messuages or Tenements, with their Appurtenances, and also the Demise herein before agreed and intended to be made of the same after the obtaining such new Lease thereof as aforesaid, shall cease, determine and become and be utterly void and of none Effect, to all Intents and Purposes whatsoever; any thing herein contained, or in such other Demise to be contained, in any wise notwithstanding: **And** that upon or at any time after such Payment shall be made as aforesaid, she the said *E. B.* her Executors, Administrators or Assigns, shall and will, upon the Request, and at the Charge of the said *L. T.* her Heirs or Assigns, surrender or release to her and them the said two first above mentioned Messuages or Tenements, with their Appurtenances, or otherwise assign the same, and all the Estate and Interest of the said *E. B.* her Executors, Administrators or Assigns, of, in, to or out of the same, to such Person or Persons as she the said *L. T.* her Heirs or Assigns shall direct or appoint, freed and discharged from all Incumbrances, by, from or under the said *E. B.* her Executors, Administrators or Assigns, or any of them. **And** the said *L. T.* for her self, her Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *E. B.* her Executors, Administrators and Assigns, by these Presents, in Manner following; (that is to say) That she the said *L. T.* her Heirs, Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid, unto the said *E. B.* the said Sum of, *£* of good, *£* on the Day for the Payment thereof in the Proviso or Condition herein above contained limited and expressed, according to the true Intent and Meaning of the said Proviso or Condition, without any Deduction or Abatement whatsoever, as aforesaid; **And** that the said recited Indenture of Demise is a good and sufficient Demise in the Law, of and for the Premises, with their Appurtenances therein mentioned to be demised, for all the Residue of the said Term of one Thousand Years thereby granted, and now is and standeth in full Force and Virtue: **And** that she the said *E. B.* her Executors, Administrators and Assigns, in case any Default shall be made in Payment of the said Money, or any Part thereof, contrary to the Proviso or Condition aforesaid, and the true Intent and Meaning hereof, shall and lawfully may at all Times afterwards peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the said hereby assigned and demised Premises, with the Appurtenances, and every Part and Parcel thereof respectively, and receive and take the Rents, Issues

Issues and Profits thereof, respectively to her and their own proper Use and Uses, during all the Rest and Residue, which shall be then respectively to come and unexpired, of the said Term of one thousand Years, by the said recited Indenture of Demise granted, and of the Term granted by the Lease, under which the said last three mentioned Messuages or Tenements are held, without any Let, Suit, Trouble, Disturbance, Eviction, Expulsion, Condition, Claim or Demand whatsoever, of or by the said *L. T.* her Heirs or Assigns, or any other Person or Persons whatsoever; And that she the said *L. T.* and her Heirs, and all and every other Person or Persons having, claiming or deriving, or which shall or may have, claim or derive any Manner of Estate, Right, Title or Inheritance of, in, to or out of the said hereby assigned or demised Premises respectively, or any Part or Parcel thereof, shall and will from Time to Time, and at all Times from and after Breach or Default shall be made in the Proviso or Condition aforesaid, upon the reasonable Request, and at the proper Costs and Charges in the Law of the said *E. B.* her Executors, Administrators or Assigns, make, do, acknowledge, levy, execute and suffer, or cause and procure to be made, done, acknowledged, levied, executed and suffered, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Deeds, Grants, Releases, Conveyances and Assurances in the Law whatsoever, for the further, more perfect and absolute conveying, assuring, corroborating and confirming of the said hereby assigned and demised Premises respectively, with their Appurtenances, unto the said *E. B.* her Executors, Administrators or Assigns, for and during all the Residue and Remainder of the said several Terms which shall be then to come and unexpired, of and in the said Premises respectively, as by the said *E. B.* her Executors, Administrators or Assigns, or her or their Counsel learned in the Law, shall be reasonably devised, advised or required: And the said *E. B.* for her self, her Executors, Administrators and Assigns, doth hereby covenant and promise to and with the said *L. T.* her Heirs and Assigns, that she the said *L. T.* her Heirs, Executors, Administrators and Assigns, shall or may peaceably and quietly hold and enjoy the said Messuages or Tenements, and Premises, and receive and take the Rents and Profits thereof, to her and their own proper Use and Behoof until some Breach or Default shall be made in the Proviso or Condition aforesaid, without any Account to be made or given for or concerning the same, to the said *E. B.* her Executors, Administrators or Assigns. In Witness, &c.

Covenant, in case of Breach or Default in the Proviso or Condition, to make such further Assurance, &c.

Covenant for quiet Enjoyment till Breach, &c.

An Assignment of a Messuage, Debts and Judgments, with a Letter of Attorney, redeemable on Payment of a Sum of Money.

(10)
Recital of a Bond,
and Assignment of
a Messuage to se-
cure the Payment
of the Money;

And of a Judg-
ment obtain'd by
Consent, as a Secu-
rity for Payment of
the said Sum.

Recital of an As-
signment of the said
Bond, Lease and
Judgment.

Recital of an As-
signment of the said
Assignment.

THIS Indenture, made, &c. Between J. H. of, &c. Wool-Stapler, of the one Part, and J. R. of the same, &c. Felt-Maker, of the other Part: Whereas J. R. of the, &c. Wool-Comber, by Writing under his Hand and Seal bearing Date, &c. did acknowledge himself indebted to A. B. of, &c. Hatband-Maker, in the Sum of, &c. for the Payment whereof, on, &c. then next coming, he thereby bound himself, his Heirs, Executors and Administrators unto the said A. B. in the Penal Sum of, &c. and for the further securing the said Payment, he did thereby assign and set over unto the said A. B. All his Right, Title, Interest and Equity of Redemption, of and in all that Messuage or Tenement, with the Barns, Stables, &c. with the Appurtenances, then or late in the Tenure or Occupation of, &c. situate, &c. and then in Mortgage for the Sum of, &c. to one, &c. as in and by the said Writing, amongst divers Covenants and Agreements therein contain'd on the Part of the said J. R. Relation being thereunto had, may more fully and at large appear: And whereas the said A. B. did in Easter Term, in the same Year, in his Majesty's Court of Common Pleas at Westminster, obtain Judgment against the said J. R. for, &c. Debt, besides Costs of Suit, as by the Records of the said Court may appear; which said Judgment was by Agreement between the said A. B. and J. R. to stand only as a Security for the Payment of the said Sum of, &c. and for Performance of the Covenants contained in the said Writing: And whereas the said A. B. by Indenture bearing Date, &c. for the Consideration therein mentioned, did transfer, assign and set over unto the said J. H. his Executors, Administrators and Assigns, as well the said recited Writing, and the said Sum of, &c. thereby payable, as also all his Right, Title, Interest and Equity of Redemption, of, in and to the said Messuage or Tenement, Land and Premises, by the same Writing assigned, or mentioned or intended, covenanted and agreed to be assigned to the said A. B. and likewise the aforesaid Judgment for, &c. Debt besides Costs, together with all his Estate, Right, Title, Interest, Property, Profit, Benefit, Advantage, Claim and Demand whatsoever, of, in or to the Premises, or any Part thereof: And whereas, by Writing and Agreement bearing Date, &c. the said J. R. did acknowledge himself indebted unto the said J. H. in the Sum of, &c.

&c. for true Payment thereof, with interest on, &c. then next
 coming he thereby bound himself in the Penal Sum of, &c. to
 the said J. H. his Executors and Administrators, and for the
 better securing the said Payment, he did thereby assign and set
 over unto the said J. H. All his Right, Title, Interest and Equi-
 ty of Redemption, of, in and to the said Messuage or Tenement,
 Lands and Premises, with the Appurtenances, in the said hereby
 before recited Writing particularly mentioned; And it being
 amongst other Things recited in the said Writing or Agreement
 dated, &c. That the said A. B. had assigned over all his Inter-
 est as aforesaid, to the said J. H. and that the said J. R. had
 given a Warrant for confessing Judgment to the said J. H. for
 the Sum of, &c. which was then forthwith intended to be en-
 tred up upon Record in the said Court of Common Pleas, and
 was accordingly entred up in *Hilary Term*, &c. He the said
 J. H. did thereby covenant and agree with the said J. R. That
 if the said Sum of, &c. should be paid on, &c. then next coming,
 he the said J. H. his Executors, Administrators or Assigns,
 should and would deliver up the same Writing, and the said
 other recited Writing to be cancelled, and cause or procure Sa-
 tisfaction to be acknowledged on the said Judgment, as in and
 by the said recited Indenture, and last recited Writing, Relation
 being thereunto had, may more fully appear: And whereas the
 said J. H. by Bond or Obligation, bearing even Date herewith,
 stands bound unto the said J. B. in the Penalty of, &c. Con-
 ditioned for Payment of, &c. on, &c. next, as by the said Bond
 and Condition, Relation being thereunto had, may more fully
 appear: Now this Indenture Witnesseth, That the said
 J. H. for the better securing the Sum of, &c. according to the true
 Condition of the said Bond, Doth hereby bargain, sell, assign
 and set over, unto the said J. B. his Executors, Administrators
 and Assigns, as well the aforesaid Debt or Sum of, &c. owing
 by the said J. R. to the said A. B. and the aforesaid Judgment
 for, &c. Debt, besides Costs obtained by the said A. B. against
 the said J. R. as also the said Debt or Sum of, &c. owing by
 the said J. R. to him the said J. H. and the said Judgment
 for, &c. Debt, besides Costs obtained by him against the said
 J. R. as aforesaid; And all other Sum or Sums of Money due
 or payable, or to grow due or payable from the said J. R. for
 Interest or otherwise, upon or by Virtue of any the Writings
 or Securities herein before recited or mentioned; And also all
 the Estate, Right, Title, Interest, Claim and Demand whatso-
 ever of him the said J. R. as aforesaid, and every or any Part or
 Parcel thereof in any wise howsoever; To have and to hold,
 ask, demand, receive and enjoy all and singular the Premises
 herein before-mentioned or intended to be hereby assigned, with
 their and every of their Appurtenances, unto and by the said
 J. B. his Executors, Administrators and Assigns from hence-
 forth

Covenant of the
 Assignment of all
 the Premises.

Habendum to the
 Use of the As-
 signee.

Letter of Attorney to receive the said several Sums, &c.

Provided the present Assignment to be void, on Payment of the Money, &c.

Covenant that the Assignor hath full Power to assign, &c.

And hath not done any Act to hinder the receiving the said Money.

And will not do, &c.

forth, to his and their own proper Use and Behoof, as fully and largely to all Intents and Purposes as he the said *J. H.* his Executors or Administrators might, could, should or ought to do, if these Presents had not been made. And the said *J. H.* doth hereby constitute and appoint the said *J. B.* to be his true and lawful Attorney in his Name, and in the Name of the said *A. B.* but to the only proper Use and Behoof of the said *J. B.* his Executors, Administrators and Assigns, to ask, demand and receive the said several Sums of, &c. and the Interest thereupon, and upon Non-payment thereof, or any Part thereof, to bring Actions or sue forth and prosecute any Writ or Writs of Execution upon the said Judgments or either of them, and further to do and perform all such other Acts, Matters and Things that shall be requisite or needful, as well in or about the getting and receiving the said several Sums of Money, as for the acquitting and discharging thereof, or such Part thereof as shall be by him or them receiv'd, as fully and essentially as the said *J. H.* might or could do in his own proper Person: **Provided always,** that these Presents are upon this Condition nevertheless, **That** if the said *J. H.* his Executors, Administrators or Assigns do and shall well and truly pay or cause to be paid unto the said *J. B.* his Executors, Administrators or Assigns, the above mention'd Sum of, &c. of lawful Money of, &c. in Discharge of the Condition of the said recited Bond, on, &c. next, then this present Indenture, and every Article and Clause herein contain'd, shall become void and of none effect. And the said *J. H.* for himself, his Executors and Administrators, doth covenant, promise and agree, to and with the said *J. B.* his Executors, Administrators and Assigns, in Manner following (that is to say) That he the said *J. H.* now hath in himself full Power, good Right, and lawful Authority to assign over all and singular the Premises herein before-mentioned or intended to be hereby assigned, with the Appurtenances, unto the said *J. B.* his Executors, Administrators and Assigns, in Manner and Form aforesaid: **And** that he the said *J. H.* at any Time hereafter, hath not acquitted or released the said several Sums of, &c. or any Part of them, or done or suffered any Act, Matter or Thing whereby the said *J. B.* his Executors or Administrators shall or may be hindered or obstructed in the recovering or receiving the said Money, or any Part thereof; **And** that he the said *J. H.* his Executors and Administrators, or any of them shall not, nor will not at any Time hereafter, without the Consent in Writing of the said *J. B.* his Executors or Administrators, acquit or release the said Money, or any Part thereof, or do or suffer any Act, Matter or Thing, whereby the said *J. B.* his Executors or Administrators shall or may be hindered or obstructed in the recovering or receiving of the same, or any Part thereof, or whereby any of the Powers or Authorities hereby given or granted, shall or may be defeated,

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defeated, frustrated or made void, but shall and will from Time to Time, after Default shall happen to be made in Payment of the said Sum of, &c. upon the Request of the said J. B. his Executors or Administrators, do, perform and execute all and every such further and other Acts, Matters and Things, for the better enabling him or them to recover and receive the said Money, and for the further and better assuring the Premises hereby assigned according to the true Intent and Meaning of these Presents, as by the said J. B. his Executors or Administrators, shall be reasonably required: **Provided** nevertheless, that if the said J. B. his Executors or Administrators, shall by Virtue of these Presents receive from the said J. B. his Executors or Administrators, more than the aforesaid Sum of, &c. and the Interest thereof, he and they shall be accountable for the Overplus to the said J. H. his Executors or Administrators. **In Witness, &c.**

But will make farther Assurance when required.

Proviso that if the Assignee receive more than the Sum due, he shall account for the Overplus.

An Assignment of an Indenture of Lease to a Man and his Wife, by Way of Mortgage.

THIS Indenture made, &c. Between W. S. of, &c. Gent. of the one Part, and J. W. Citizen and Brewer of London; and Mary his Wife, of the other Part: **Whereas** by Indenture of Lease, bearing Date, &c. made or mentioned to be made between J. S. of, &c. Gent. on the one Part, and R. C. of the same Parish and County, Carpenter, on the other Part, the said J. S. for the Consideration therein mentioned, did betake, set, and to Farm let, unto the said R. C. All that Piece or Parcel of Ground, being Part of certain Fields then in Building by R. F. Bricklayer, lying and being in the Parishes of, &c. containing, &c. all which said Premises are more particularly described in a Plot or Schedule thereof annexed to the said Indenture of Lease, and were then lately amongst other Things demised and leased unto the said J. S. by the said R. F. and W. P. Gent. by Indenture of Lease, bearing Date, &c. for a longer Term of Years than is granted by the said recited Indenture, under the yearly Rent of, &c. together with all Ways, Privileges, Profits, Commodities and Appurtenances, to the said demised Premises belonging or in any wise appertaining; **To hold** the said Piece or Parcel of Ground, and all other the Premises, with the Appurtenances, unto the said R. C. his Executors, Administrators and Assigns, for the Term of, &c. commencing, &c. under the Rent of, &c. for the first Year of the said Term, and of the

Recital of the Indenture of Lease.

The Premises, being a Piece of Ground on which Houses were building.

Habendum for a Term of Years.

8 G

Rent

Recital of an Indenture of Lease of one of the said Houses.

The Habendum.

Recital of an Indenture of Lease of Parcel of the said Ground.

All which Indentures are lawfully vested in the Lessor.

Covenant of Assignment of all the Premises.

Rent or Sum of, &c. for the Remainder of the said Term, payable to the said J. S. his Executors, Administrators or Assigns, at the four most usual Feast-Days or Times of Payment in the Year therein mentioned, by even and equal Portions, as by the said recited Indenture of Lease, amongst divers other Covenants, Clauses and Things therein mentioned, Relation being thereunto had, may more plainly and fully appear. And whereas the said R. C. by Indenture of Lease bearing Date, &c. for the Consideration therein mentioned, did demise unto J. F. of, &c. Gent. All that Messuage or Tenement, situate, &c. containing the several Dimensions, and abutting in such Manner and Form, as in the said last recited Indenture of Lease, and the Ground-Plot thereunto annexed, are particularly mentioned and expressed; To hold the said Messuage or Tenement, with the Appurtenances, unto the said J. F. his Executors, Administrators and Assigns, from, &c. for the Term of, &c. under the yearly Rent of a Pepper-Corn only, (if lawfully demanded) as in and by the said last recited Indenture of Lease, Relation being thereunto had, may more plainly appear; which said Messuage or Tenement so demised to the said J. F. was built upon the said Piece or Parcel of Ground by the said first recited Indenture of Lease granted to the said R. C. which was then design'd and laid out to be built by the said R. C. his Under-Tenants or Assigns, into a new Court then called or intended to be called, &c. leading out of, &c. into, &c. And whereas the said R. C. by one other Indenture of Lease bearing Date, &c. for the Considerations therein mentioned, did demise unto J. T. jun. of the Parish of, &c. Paver, and E. his Wife, All that Piece or Parcel of Ground fronting the said intended Court on the South Side thereof adjoining East, &c. and containing the several Dimensions in the same Indenture of Lease, and the Ground-Plot thereunto annexed, particularly mentioned; To hold to the said J. T. and E. his Wife, their Executors, Administrators and Assigns, from, &c. then last past, for the Term of, &c. under the yearly Rent of, &c. payable, &c. as by the said last recited Indenture, Relation being thereunto had, may more fully appear: And whereas as well the said first recited Indenture of Lease to R. C. as also the said two other recited Indentures of Lease from the said R. C. to the said J. F. and J. T. and E. his Wife, are by good and sufficient Conveyances and Assurances in the Law fully come to and vested in the above-named W. S. for the Residue of the Terms by the said first recited Indenture of Lease granted, yet to come and unexpired: Now this Indenture Witnesseth, That the said W. S. for and in Consideration of the Sum of, &c. to him in Hand paid at or before the Sealing and Delivery of these Presents by the above-named J. W. and M. his Wife, the Receipt whereof the said W. S. doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, exonerate and discharge the

The said *J. W.* and *M.* his Wife, their Heirs, Executors and Administrators, and every of them, for ever by these Presents, and for other good Causes and Considerations him hereunto moving, hath granted, assigned, transferred and set over, and by these Presents doth grant, assign, transfer and set over unto the said *J. W.* and *M.* his Wife, as well the said first recited Indenture of Lease, and all that Piece or Parcel of Ground thereby letten or demised, or mentioned or intended to be thereby let or demised, and every Part thereof, with the Appurtenances, as also all those other Messuages or Tenements thereupon now standing, erected and built, and now or late in the several Tenures or Occupations of, &c. or some of them, their or some of their Under-Tenants or Assigns, being now commonly call'd or known by the Name of, &c. and also all other Erections, Edifices and Buildings in or upon the said Piece or Parcel of Ground, or any Part thereof, now erected and built, with their and every of their Rights, Members and Appurtenances, and all the Estate, Right, Title, Interest, Use, Trust, Property, Profit, Benefit, Advantage, Claim and Demand whatsoever, of him the said *W. S.* of, in or to the same, or any Part thereof, together with the said two last recited Indentures of Lease, and the Assignments thereof, and all other Assignments, Counterparts of Leases, Deeds, Evidences and Writings, touching or concerning the same Premises, or any Part thereof; **To have and to hold** the said first recited Indenture of Lease, and the said Piece or Parcel of Ground thereby demised, and the Messuages or Tenements thereupon erected and built, and all and singular other the Premises herein before-mentioned and intended to be hereby granted and assigned, and every Part thereof, with their and every of their Rights, Members and Appurtenances, unto the said *J. W.* and *M.* his Wife, their Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during all the Rest and Residue of the said Term of, &c. by the said first recited Indenture of Lease granted, yet to come and unexpired: **Provided** always, and upon Condition nevertheless, That if the said *W. S.* his Executors, Administrators or Assigns, or any of them, shall and do well and truly pay, or cause to be paid, unto the said *J. W.* and *M.* his Wife, their Executors, Administrators or Assigns, or any of them, at or in the now Dwelling-house of them the said *J. W.* and *M.* his Wife, situate, &c. on, &c. next ensuing the Date hereof, the full and whole Sum of, &c. without any Deduction, Defalcation or Abatement, for or in Respect of any Taxes, Rates, Assessments or Charges, to be taxed, rated or set upon the said Premises, or the said Sum of Money by Authority of Parliament or otherwise, or for any other Matter, Cause or Pretence whatsoever, that then and from thenceforth this present Indenture, and the Grant and Assignment hereby made, and every Article, Clause, Matter and Thing herein contained, shall cease, determine and become

Habendum to the Assignees for the Residue of the Term.

Provided that upon the Assignor's paying a Sum of Money to the Assignee, this present Assignment to be void.

Covenant for the
Payment of the said
Sum, &c.

Covenant that the
hereby assign'd In-
denture of Lease is
valid in the Law,

And that the As-
signor hath full
Power to assign,
&c.

Covenant that in
Case of Failure of
Payment, the As-
signee may enter
and enjoy, &c.

And that the Pre-
misses are free from
Incumbrances.

Covenant to make
further Assurances,
as Counsel shall
advise.

become absolutely void and of none Effect. And the said *W. S.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *J. W.* and *M.* his Wife, their Executors, Administrators and Assigns, and every of them by these Presents, in Manner and Form following; (that is to say) That he the said *W. S.* his Heirs, Executors, Administrators or Assigns, or some of them, shall and will well and truly pay, or cause to be paid, unto the said *J. W.* and *M.* his Wife, their Executors, Administrators or Assigns, the said Sum of, &c. at the Time and Place above-mentioned, without any Deduction, Defalcation or Abatement as aforesaid; And also, That the said recited Indenture of Lease is a good and sufficient Lease, valid in the Law, and is yet in Being, and not forfeited, surrendered, or any Ways determined or become void; and that he the said *W. S.* hath good Power and lawful Authority in himself to assign and set over the same, and all other the Premises hereby granted and assigned, unto the said *J. W.* and *M.* his Wife, their Executors, Administrators and Assigns, in Manner and Form aforesaid; And that if Default shall happen to be made, of or in Payment of the said Sum of, &c. or any Part thereof, at the Time herein before limited for Payment thereof, that then, or at any Time after, it shall and may be lawful to and for the said *J. W.* and *M.* his Wife, their Executors, Administrators or Assigns, or any of them, into all and singular the Premises hereby granted and assigned, and every Part thereof to enter, and the same from thenceforth and during all the Rest and Residue of the said Term of, &c. which shall be then to come and unexpired, peaceably and quietly to hold and enjoy, and the Rents, Issues and Profits thereof to have and take to his and their own proper Use and Behoof, without any Manner of Let, Suit, Trouble, Hindrance, Denial, Eviction, Expulsion or Interruption, of or by the said *W. S.* his Executors, Administrators or Assigns, or any of them, or any other Person or Persons whatsoever, And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *W. S.* his Heirs, Executors or Administrators, or some of them, well and sufficiently saved, kept harmless and indemnified, of and from all and all Manner of former and other Grants, Bargains, Sales, Leases, Assignments, Mortgages, Estates, Titles, Troubles, Charges and Incumbrances whatsoever; And likewise, That if any Default shall happen to be made, as aforesaid, he the said *W. S.* his Executors, Administrators and Assigns, and all other Persons having or lawfully claiming any Estate or Interest, of, in, to or out of the said Premises, or any Part thereof, shall and will at any Time after, upon the reasonable Request, and at the Cost and Charges in the Law of the said *J. W.* and *M.* his Wife, their Executors, Administrators or Assigns, make and do all such further Acts and Things, for the better and more perfect Assuring and Conveying of the said

said Premises herein before-mentioned and intended to be hereby granted or assigned, with the Appurtenances, unto the said *J. W.* and *M.* his Wife, their Executors, Administrators and Assigns, for all the Residue of the said Term, &c. which shall be then to come and unexpired, as by the said *J. W.* and *M.* his Wife, their Executors, Administrators or Assigns, his, her or their Counsel learned in the Law shall be reasonably devised, advised or required. And lastly, It is agreed between the said Parties to these Presents, that until such Default shall happen to be made, as aforesaid, the said *W. S.* his Executors, Administrators and Assigns, shall and may receive and take all the Rents, Issues and Profits of the Premises, to his and their own Use, without any Account to be made or given unto the said *J. W.* and *M.* his Wife, their Executors, Administrators or Assigns, for or concerning the same. In Witness, &c.

Covenant that the Assignor shall enjoy till Default of Payment.

An Indenture of Release and Confirmation of a Mortgage, by Way of Security for a farther Sum of Money, with very special Covenants.

THIS Indenture made, &c. Between *T. F.* of, &c. Gent. on the one Part, and *R. C.* of, &c. Oilman, on the other Part: Whereas by Indenture of Demise or Mortgage, bearing Date, &c. made between *M. R.* of, &c. Widow, Relict of *R. R.* late of, &c. Esq; deceased, and *H. R.* of, &c. Gent. Son and Heir of the said *R. R.* of the one Part, and the said *R. C.* on the other Part, for the Considerations therein mentioned, the said *M. R.* and *H. R.* or one of them, did demise and grant to the said *R. C.* All that their or one of their Messuages and Farms, called by the Name of, &c. otherwise, &c. or by what other Name or Names the same is called or known, situate, &c. and all the Houses, Orchards, Gardens, Lands, Meadows, Pastures, Marsh-Grounds, Lots, Doles, Freemans-Acres, Dyke-Roes, Land-Grasses and Pingle-Lakes to the same belonging, or in any wise appertaining, And all those several Parcels of Arable Land, containing in the Whole, &c. be the same more or less, being Part of four Fullands, dispersedly lying, &c. And also all those several Pieces of Pasture, Marsh or Fen-Ground, containing, &c. lying, &c. and all that Piece of Pasture, Marsh or Fen-ground, containing, &c. lying, &c. and all that Water and Fishing called, &c. to the said Farm belonging or appertaining, with their and every of their Rights, Members and Appurtenances, and the Reversion and Reversions, Remainder and

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Recital of an Indenture of Mortgage.

The Premises.

Habendum for the Term of 500 Years, with a Proviso to be void upon Payment of the Mortgage-Money.

Recital of an Indenture of Release and Confirmation of the Premises,

With a Covenant to deliver up and assign the said first Indenture upon Payment, &c.

Recital that the Money being paid the Estate of the Mortgage became absolute;

But subject to Equity of Redemption.

Recital of Indentures of Lease and Release whereby the Mortgagor conveyed the Freehold, &c.

Remainders thereof; ~~To hold~~ to the said R. C. his Executors, Administrators and Assigns, from the Day of the Date of the same Indenture, for the Term of five Hundred Years, without Impeachment of Waste, at a Pepper-Corn *per Ann.* under a Proviso nevertheless to be void on Payment of the Sum of, &c. by the said M. R. her Heirs or Assigns to the said R. C. his Executors, Administrators or Assigns, at the Days and Places in the said Proviso mentioned and appointed for that Purpose. And whereas by Indenture bearing Date, &c. made between the said M. R. and H. R. on the one Part, and the said R. C. on the other Part, the said M. R. by the Consent of the said H. for the Considerations therein mentioned, did release and confirm all and singular the aforesaid Messuage, Farm, Lands, Tenements and Hereditaments with their and every of their Appurtenances unto the said R. C. his Executors, Administrators and Assigns, for all the Residue of the said Term of five Hundred Years then to come and unexpired, freed and discharged from the Proviso contained in the said first recited Indenture, under a Covenant or Agreement nevertheless, on the Part of the said R. C. that if the said M. R. her Heirs or Assigns, should pay to the said R. C. his Executors, Administrators or Assigns, the Sum of, &c. at the Days and Place therein mentioned, he the said R. C. his Executors, Administrators or Assigns, would deliver up the said first recited Indenture to be cancelled, or otherwise assign his Interest in the Premises, to such Person or Persons as the said M. R. her Heirs or Assigns should direct or appoint, as by the said two recited Indentures, Relation being thereto respectively had, may more fully appear: And whereas the said Sum of, &c. was not paid according to the Intention of the said last recited Indenture, whereby the Estate and Interest of the said R. C. of and in the Premises became absolute in the Law, of all the Remainder of the said Term of five Hundred Years, Subject nevertheless in Equity to be redeemed by the said M. R. in whom the Inheritance and Fee-simple of the Premises was legally vested, by Virtue of a Feoffment duly executed by Livery and Seisin, bearing Date, &c. made to her of the Premises amongst other Things by the said H. R. And whereas the said M. R. by Indentures of Lease and Release, the Lease bearing Date, &c. and the Release, &c. for the Considerations therein mentioned, did absolutely convey the Freehold and Inheritance of the said mortgaged Premises, and all her Right and Title thereunto, either in Law or Equity, unto the said T. F. his Heir and Assigns, subject to the aforesaid Mortgage, and to an Annuity of, &c. payable, &c. during his natural Life: And whereas the said T. F. did some time since pay to the said R. C. the Sum of, &c. in Part of the Principal Money due upon the said Mortgage, and hath paid and discharged all the Interest grown due to this Day, for the Remainder of the said Principal Money, which the said T. F. doth hereby acknowledge to be five Hundred and

and fifty Pounds: And whereas the said C. W. departed this natural Life in the Month, &c. and was buried in the Parish of, &c. as appears by a Certificate under the Hand of, &c. of that Parish;

Now this Indenture Witnesseth, That as well for and in Consideration of the said Sum of, &c. due and owing to the said R. C. as aforesaid, as also for and in Consideration of the further Sum of, &c. of lawful, &c. by the said R. C. to the said T. F. in Hand at or before the Sealing and Delivery of these Presents well and truly paid, the Receipt whereof the said T. F. doth hereby acknowledge, and thereof and from every Part thereof doth acquit and discharge the said R. C. his Executors and Administrators by these Presents; he the said T. F. hath granted, released and confirmed, and by these Presents doth grant, release and confirm unto the said R. C. the abovementioned Messuage, Farm, Lands, Tenements, Hereditaments, and all and singular other the Premises, in or by the said two first recited Indentures, or either of them, demised, granted, released or confirmed, or intended so to be, with their and every of their Rights, Members and Appurtenances, and all the Estate, Right, Title, Interest, Equity and Benefit of Redemption, Claim and Demand whatsoever, of him the said T. F. of, in, or to the same, or any Part or Parcel thereof; To have and to hold all and singular the Premises herein before mentioned or intended to be hereby granted, released or confirmed, with their and every of their Rights, Members and Appurtenances unto the said R. C. his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of, &c. by the said first recited Indenture granted yet to come and unexpired, freed and discharged of and from all and all Manner of former and other Provisoes, Conditions, Covenants and Agreements whatsoever, for the Redemption of the Premises, or any Part thereof in any wise howsoever: Provided always, And the said R. C. for himself, his Executors, Administrators and Assigns, doth hereby covenant and agree to and with the said T. F. his Heirs and Assigns, that if he or they do well and truly pay or cause to be paid unto the said R. C. his Executors, Administrators or Assigns, the full and just Sum of, &c. of lawful, &c. on, &c. next ensuing the Date hereof, at or in the Dwelling-House of the said R. C. situate, &c. without Deduction or Abatement, for Taxes or otherwise howsoever; then he the said R. C. his Executors, Administrators and Assigns, shall and will, upon, or at any Time after such Payment duly made, at the Request, Cost and Charges of the said T. F. his Heirs or Assigns, surrender and release to him or them the said first recited Indenture of Demise, and all and singular the Premises thereby granted, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said R. C. his Executors, Administrators or Assigns, of, in, or to the same, by Virtue of the said recited Indenture of Demise, or the said recited

Covenant of Release and Confirmation of all the Premises.

Habendum for the Remainder of the said Term of 500 Years.

Proviso, that the Releasee shall surrender all his Estate, &c. in the Premises upon the Payment of a Sum of Money.

cited

Covenant for Payment of the said Sum.

Covenant in Default of Payment to make further Assurance.

Covenant for quiet Enjoyment till Default of Payment.

cited Indenture of Release and Confirmation, or of this present Indenture, or otherwise howsoever. And the said *T. F.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and agree to and with the said *R. C.* his Executors, Administrators and Assigns, by these Presents, that he the said *T. F.* his Heirs, Executors, Administrators and Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said *R. C.* his Executors, Administrators and Assigns, the said Sum of, *£* of lawful, *£* on, *£* next ensuing the Date hereof, at or in the Dwelling-House of the said *R. C.* situate as aforesaid, without any Deduction or Abatement whatsoever; And that in case any Default shall happen to be made, of or in Payment of the said Sum of, *£* on the Day, and in Manner and Form aforesaid, he the said *T. F.* his Heirs and Assigns, and all other Person and Persons, having, or lawfully claiming any Estate or Interest, of, in, to or out of the said mortgaged Premises, or any Part or Parcel thereof, shall and will upon the Request, and at the Costs and Charges of the said *R. C.* his Executors, Administrators or Assigns, from time to time, and at all times thereafter, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other Acts, Conveyances and Assurances in the Law whatsoever, for the further, better, and more absolute Conveying and Assuring the said Messuage, Farm, Lands, Tenements and Hereditaments, and all and singular other the Premises, with the Appurtenances unto the said *R. C.* his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of five Hundred Years, which shall be then to come and unexpired, as by the said *R. C.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. And lastly, The said *R. C.* for himself, Executors, Administrators and Assigns, doth hereby covenant, promise and agree to and with the said *T. F.* his Heirs and Assigns, that until Default shall happen to be made in Payment of the said Sum of, *£* of lawful, *£* or some Part thereof, he the said *T. F.* his Heirs and Assigns, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage, Farm, Lands, Tenements and Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, without any lawful Let, Suit, Trouble, Denial, Ejection, Ejection or Interruption of or by the said *R. C.* his Executors, Administrators or Assigns, or any other Person or Persons whatsoever, lawfully claiming or to claim, by, from, or under him or them, or any of them, in any wise howsoever. In Witness, &c.

An

*An Assignment, by way of Mortgage, of
an Indenture of Lease of a Messuage,
held of the Mayor, &c. of London.*

THIS Indenture, made, &c. Between N. P. Citizen
and Weaver of London, of the one Part, and J. E. of,
&c. Stable-keeper, of the other Part: *Whereas* by Indenture of
Lease, bearing Date, &c. made or mentioned to be made be-
tween the Mayor and Commonalty and Citizens of the City of
London, Governors of the Possessions, Revenues and Goods of the
Hospitals of *Edward* the Sixth, late King of *England*, of *Christ*,
Bridewell, and *St. Thomas* the Apostle, of the one Part, and
the said N. P. of the other Part, the said Mayor, Commonalty
and Citizens, for the Considerations therein mentioned, did de-
mise unto the said N. P. all that new-built Brick Messuage or
Tenement, with the Appurtenances, situate, lying and being, &c.
in the Tenure or Occupation of the said N. P. his Under-Te-
nants or Assigns, abutting, &c. and all Lights, Ways, Easements,
Water-courses and Commodities whatsoever, to the said thereby
demised Messuage or Tenement belonging, or therewith of Right
used and enjoyed, except the Lights in the East Side of the said
Messuage; **To hold** to the said N. P. his Executors, Admini-
strators and Assigns, from, &c. then last past unto the full End
and Term of, &c. from thence next ensuing and fully to be
compleat and ended, under the yearly Rent of, &c. payable
quarterly, as by the said recited Indenture of Lease, amongst
divers Covenants, Clauses and Agreements therein contained,
Relation being thereunto had, may more fully and at large ap-
pear: **Now this Indenture Witnesseth**, That the said N. P.
for and in Consideration of the Sum of, &c. of lawful, &c. to
him in Hand, at or before the Sealing and Delivery of these
Presents, by the said J. E. well and truly paid, the Receipt
whereof the said N. P. doth hereby acknowledge, and thereof
and from every Part thereof doth acquit, release and discharge the
said J. E. his Executors, Administrators and Assigns for ever, by
these Presents, hath granted, assigned and set over, and by these
Presents doth grant, assign and set over unto the said J. E. as
well the said recited Indenture of Lease, and the said new-built
Brick Messuage or Tenement, now being in the Tenure or Occu-
pation of, &c. and all and singular other the Premises, in or by
the said recited Indenture of Lease demised, or meant, mention-
ed or intended to be demised, with their and every of their Ap-
purtenances, (except as therein is excepted) as also all the Estate,
Right, Title, Interest, Term of Years to come and unexpired,

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Recital of a Lease
of a Messuage made
by the Mayor, &c.
of London for a
Term of Years.

The Habendum.

Covenant of Af-
signment of the
said Lease.
The Considera-
tion.

*Habendum for the
Residue of the
Term.*

*Proviso this In-
denture to be void
on Payment of sever-
al Sums of Money,*

*Without any De-
duction for Taxes,
&c.*

*Covenant that the
Assignor will pay
the said Money.*

*And till Payment
pay all Manner of
Taxes.*

*And save the
Assignee harmless
therefrom.*

Property, Profit, Claim and Demand whatsoever, of him the said *N. P.* of, in or to the same, or any Part or Parcel thereof; **To have and to hold** the said recited Indenture of Lease, and the said Messuage or Tenement, and all and singular other the Premises herein before mentioned or intended to be hereby granted or assigned, with their and every of their Appurtenances, unto to the said *J. E.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of, &c. in and by the said recited Indenture of Lease granted, yet to come and unexpired: **Provided always**, and these Presents are upon this Condition nevertheless, that if the said *N. P.* his Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid, unto the said *J. E.* his Executors, Administrators or Assigns, the full Sum of, &c. of lawful, &c. in Manner following, (that is to say) the Sum of, &c. on, &c. next ensuing the Date hereof, and the Sum of, &c. on, &c. then next following, without any Deduction, Defalcation or Abatement, for or in respect of any Manner of Taxes, Rates, Charges, Assessments, Impositions or Duties whatsoever, ordinary or extraordinary, taxed, laid, rated or assessed, or to be taxed, laid, rated or assessed by Authority of Parliament, or otherwise howsoever, that then and from thenceforth this present Indenture, and every Covenant, Clause, Article, Matter and Thing herein contained, shall cease, determine, and be utterly void and of none Effect, to all Intents and Purposes: **And** the said *N. P.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *J. E.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (that is to say) that he the said *N. P.* his Heirs, Executors and Administrators, or some of them, shall and will well and truly pay, or cause to be paid, unto the said *J. E.* his Executors, Administrators or Assigns, the said Sum of, &c. of lawful, &c. at the several Days or Times above-mentioned for the Payment thereof, and according to the true Intent and Meaning of the said Proviso or Condition, without any Deduction, Defalcation or Abatement as aforesaid; **And** that he the said *N. P.* his Heirs, Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, until the said Sum of, &c. shall be fully paid and satisfied to the said *J. E.* as aforesaid, bear, pay and discharge all and all Manner of Taxes, Rates and Assessments whatsoever, which shall be laid, taxed, rated or assessed thereupon, or on any Part thereof, or upon the said *J. E.* his Executors, Administrators or Assigns, for or in Respect thereof, or any Part thereof, by the Authority of Parliament, or otherwise howsoever; **And** also save harmless, and keep indemnified the said *J. E.* his Executors, Administrators and Assigns, of and from all Actions, Suits, Penalties, Forfeitures, Costs, Charges and Damages, which shall or may be brought, commenced, incurred,

curred, forfeited, arise or happen, for or by Reason of the Non-
 payment of such Taxes, Rates or Assessments, in any wise how-
 soever; **And** also that the said recited Indenture of Lease, at
 the Time of the Sealing and Delivery of these Presents, is a good,
 sufficient and effectual Lease in the Law, whereby to hold and
 enjoy the said hereby assigned Premises, for and during the Re-
 mainder of the said Term therein granted, and now is and
 stands in full Force and Effect, unforfeited, unsurrendered, and
 not any Ways impeached or made void; **And** that he the said
 N. P. now hath in himself full Power, good Right, true Title,
 and lawful and absolute Authority, to grant and assign the said
 recited Indenture of Lease, and other the Premises unto the said
 J. E. his Executors, Administrators and Assigns, in Manner and
 Form aforesaid; **And** that it shall and may be lawful to and for
 the said J. E. his Executors, Administrators or Assigns, or any of
 them, immediately from and after any Breach or Default shall
 happen to be made in the Proviso or Condition aforesaid, to en-
 ter into and upon the said Messuage or Tenement and Premises
 hereby granted or assigned, and every Part and Parcel thereof,
 with the Appurtenances, and the same from thenceforth, under
 the Rents, Covenants, Conditions and Agreements in the said re-
 cited Indenture of Lease reserved and contained, to have, hold
 and enjoy, and the Rents, Issues and Profits thereof, and of every
 Part and Parcel thereof, to his and their own proper Use and
 Behoof, to have, receive and take, for and during all the Resi-
 due and Remainder of the said Term of, &c. by the said recited
 Indenture of Lease granted, which shall be then to come and un-
 expired, without any Let, Suit, Trouble, Hindrance, Molesta-
 tion, Interruption or Disturbance whatsoever, of or by the said
 N. P. his Executors or Administrators, or of or by any other
 Person or Persons whatsoever: **And further,** That the said re-
 cited Indenture of Lease, Messuage or Tenement, and all and sin-
 gular other the Premises, with the Appurtenances herein before-
 mentioned or intended to be hereby granted and assigned, now
 are and be, and so from henceforth, for and during all the Resi-
 due and Remainder of the said Term of, &c. by the said recited
 Indenture of Lease hereby granted, yet to come and unexpired,
 shall remain, continue and be unto the said J. E. his Execu-
 tors, Administrators and Assigns, free and clear, and freely and
 clearly exonerated and discharged, or otherwise by him the said
 N. P. his Heirs, Executors and Administrators, well and suffi-
 ciently saved, defended, kept harmless and indemnified, of, from
 and against all and all Manner of former and other Gifts, Grants,
 Bargains, Sales, Leases, Assignments, Mortgages, Surrenders,
 Forfeitures and Re-entries, Cause and Causes of Forfeitures and
 Re-entry, Penalties, Rents, Arrearages of Rents, Judgments, Ex-
 tents, Executions, and of and from all other Estates, Charges,
 Titles and Defects in Title, Troubles and Incumbrances whatso-
 ever,

Covenant that
 the said assigned In-
 denture is a good
 Lease in Law,

And that the Af-
 signor hath full
 Power to assign.

Covenant that in
 Default of Payment
 the Assignee may
 enter and enjoy the
 Premises.

Covenant that the
 said recited Inden-
 ture of Lease, &c. is
 free from all In-
 cumbrances,

And so shall con-
 tinue for the Re-
 mainder of the
 Term.

Except from the Covenants, &c. in the said Lease contained,

And one other Indenture of Lease, &c.

Covenant, in Default of Payment, to make such further Assurance of the Premises as the Assignee shall require, or his Counsel advise.

Covenant that the Assignor shall enjoy the Premises, till such Default shall happen.

ever, had, made, committed, done or suffered by the said N. P. or by any other Person or Persons whatsoever; the Rents and Covenants in the said recited Indenture of Lease reserved and contained, which from and after any such Breach or Default in Payment of the Money, according to the Proviso or Condition aforesaid, shall grow due on the Tenant's and Lessee's Part and Behalf, to be paid and performed, and also one Indenture of Lease, bearing Date, &c. made by the said N. P. to, &c. of the hereby assigned Premises, under the yearly Rent of, &c. (which Rent, from or after any such Breach or Default shall happen, as aforesaid, shall become due and payable to the said J. E. his Executors, Administrators and Assigns) only excepted and fore-prized: And further, That he the said N. P. his Executors and Administrators, and all and every other Person or Persons having or claiming, or which shall or may have or claim, any Manner of Estate, Right, Title or Interest whatsoever, of, in or unto the said Messuage or Tenement and Premises, or any Part thereof, shall and will at any Time or Times, after Breach or Default shall happen to be made in Payment of the said Sum of, &c. or any Part thereof, in Manner aforesaid, upon the reasonable Request of the said J. E. his Executors, Administrators or Assigns, make, do, acknowledge, execute and suffer, or cause and procure to be made, done, acknowledged, executed and suffered, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Deeds, Grants, Releases, Conveyances and Assurances in the Law whatsoever, for the further, better, more perfect and absolute conveying, assuring, sure-making, corroborating and confirming of the said recited Indenture of Lease, and the said Messuage or Tenement, and Premises herein before-mentioned or intended to be hereby granted or assigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said J. E. his Executors, Administrators and Assigns, for and during all the Residue and Remainder which shall be then to come and unexpired of the said Term of, &c. hereby assigned, as by the said J. E. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. And the said J. E. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant, to and with the said N. P. his Executors, Administrators and Assigns, and to and with every of them, by these Presents, in Manner and Form following, (that is to say) That he the said N. P. his Executors, Administrators and Assigns, shall or lawfully may peaceably and quietly have, hold and enjoy the said Messuage or Tenement and Premises, with the Appurtenances hereby granted and assigned, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Behoof, until Default or Breach shall happen to be made of or in Payment of the said

said Sum of, &c. or some Part thereof, without any lawful Let, Suit, Trouble, Denial, Molestation, Interruption or Disturbance of or by the said J. E. his Executors, Administrators or Assigns, or any of them, and without any Account to be made or given to him or them touching and concerning the same; And that upon the full Payment, Satisfaction and Discharge of the said Sum of, &c. and of all Taxes and Assessments that shall be set thereupon, or upon the said J. E. his Executors, Administrators or Assigns, in Respect thereof, according to the Proviso or Condition aforesaid, and the true Intent and Meaning of these Presents, he the said J. E. his Executors, Administrators or Assigns, shall and will at any Time after, upon the reasonable Request, and at the proper Costs and Charges of the said N. P. his Executors, Administrators or Assigns, deliver up that Part of this present Indenture which is under the Hand and Seal of the said N. P. to be cancelled and made void, or otherwise re-assign or re-convey all the Estate, Right, Title and Interest of him the said J. E. his Executors, Administrators or Assigns, of, in, or to the said hereby assigned Premises, unto the said N. P. his Executors, Administrators or Assigns, or to such other Person or Persons as he or they shall by Writing under his or their Hand and Seal direct and appoint, and likewise deliver up to him or them the said recited Indenture of Lease, and the Counter-part of the said excepted Lease made by the said N. P. to the said, &c. freed and discharged from all Incumbrances done or committed by him the said J. E. his Executors, Administrators or Assigns. In Witness, &c.

Covenant that the Assignee shall re-assign upon Payment of the Money, and deliver up all the Writings, &c. to the Assignor, &c.

An Assignment of two several Indentures of Mortgage, made by Decree of the High Court of Chancery.

THIS Indenture Quadripartite made, &c. Between J. O. Esq; one of the Masters of the High Court of Chancery, of the first Part, R. P. of London, Merchant, on the second Part, H. S. of, &c. Esq; and A. S. of the Inner Temple, London, Gent. on the third Part, and S. H. and H. B. of London, Merchants, on the fourth Part: Whereas by a Decree in the High Court of Chancery, made, &c. in a Cause there depending between the said A. S. Party hereto (then an Infant) by the said H. S. Party also hereto his *Prochein amy*, Plaintiff, and Sir G. W. J. C. the said R. P. and one J. J. and others Defendants, It was ordered and decreed (amongst other Things) that the said Defendants, Sir G. W. J. C. R. P. and J. J. (Assignees under a Commission of Bankruptcy awarded against Sir J. S. and others, which

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Recital of the Decree in Chancery.

By which the Master was order'd to inspect the Securities, and if he disliked them, to call in the Money, and place it out again on Government Security.

But being Personal Securities the Master disliked the same.

Upon which several Tenements were mortgaged for Security to the said Master.

The Premises.

said Sir J. S. was the Father of the said J. S. and A. S.) should bring before Sir W. C. Knt. (then one of the Masters of the said Court) the Sum of, &c. mentioned in the said Decree to be the said A. S.'s Share of the Dividends then made by Virtue of the said Commission, or the Securities taken by the said Assignees for the same, together with the Interest thereof, from the Death of the said Sir J. S. at the Rate of five Pounds *per Cent. per Ann.* and that the said Master should look into the said Securities, and if he should approve thereof, then the said Money was to continue on the said Securities, otherwise he was to call in the same, and to see it placed out again upon Government Security, and the Interest due, or to grow due for the said, &c. was to be paid to the said H. S. for the Maintenance of the said A. S. And whereas all Matters which had been referred to the said Sir W. C. being afterwards, by an Order of the said Court, transferred to the said J. O. the said Sir G. W. J. C. R. P. and J. J. produced to, and left with the said J. O. two Bonds, which had been taken in the Names of the said Sir G. W. J. C. and J. J. from M. P. and the said R. P. for the said, &c. payable with Interest at, &c. *per Cent. per Ann.* but the said Master being of Opinion the same was not proper to be continued on Personal Security, the said R. P. in Pursuance of an Order of the said Court, dated, &c. proposed to the said Master the Messuages, Tenements, Ware-houses, Wharfs, and other Hereditaments herein after mentioned, as a real Security for the same, which the said Master liked and approved of; And thereupon by Indenture Quadripartite, bearing Date on or about, &c. made between the said R. P. on the first Part, T. W. of London, Esq; of the second Part, the said J. O. of the third Part, and the said H. S. of the fourth Part, reciting to the Effect herein before recited, he the said R. P. in Consideration of the said Sum of, &c. which he thereby acknowledged to have been received from the said Sir G. W. J. O. and J. J. before the Date of the said Indenture, and to be then in his Hands, and in Consideration that the said J. O. had delivered to him the said two Bonds given for the same, by him and the said M. P. as aforesaid to be cancelled, and in Consideration of five Pounds, paid to him by the said J. O. did bargain, sell and demise to the said J. O. all that Messuage or Tenement, and the Brew-houses, Hophouses, Warehouses, Stables, and other Edifices, and Buildings thereunto belonging, or therewithal then or thencefore holden, occupied or enjoyed, with all and singular their and every of their Appurtenances; And all that Key called, &c. with the Wharfs, Tenements, Houses, and other Things thereupon erected and built, with their Appurtenances, situate, &c. and which then or then late were in the Tenure or Occupation of, &c. their Assignees or Assigns, Farmers or Under-tenants, and all Ways, Passages, Lights, Easements, Waters, Watercourses, Profits, Commodities, Emoluments, Hereditaments and Appurtenances whatsoever

whatsoever, to the said Messuages or Tenements, Brewhouses, Hophouses, Warehouses, Wharf and Key, and other the Premises belonging, or in any wise appertaining, or accepted, reputed, taken or known to be Part, Parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part and Parcel thereof; **To hold** to the said *J. O.* his Executors, Administrators and Assigns, from thenceforth for the Term of Five hundred Years then next ensuing, at the yearly Rent of a Pepper-Corn; **Under a** Proviso nevertheless, in the said Deed contained, that if the said *R. P.* his Heirs or Assigns, should pay to the said *J. O.* his Executors, Administrators or Assigns, the said Sum of, *£c.* on, *£c.* then next following, to be applied or disposed of according to the Direction of the said recited Decree, or the said subsequent Order of, *£c.* and also pay to the said *H. S.* or in case of his Death to such other Person as should be appointed or admitted by the Court, as *Prochein amy* to the said *A. S.* the Sum of, *£c.* on, *£c.* then next following, (being the Interest of the said Sum of, *£c.*) for or towards the Maintenance of the said *A. S.* then the said Indenture, and every Thing therein contained, should be void and of no Effect. And afterwards in the said Indenture it is further recited, that by Indenture of Demise or Mortgage, bearing Date, *£c.* made between *W. J.* Gent. and *J. J.* his Son and Heir apparent of the one Part, and *G. F.* Gent. of the other Part, they the said *W. J.* and *J. J.* (for the Considerations therein mentioned) did demise to the said *G. F.* his Executors, Administrators and Assigns, the said Messuage or Tenement, Brewhouses, Hophouses, Warehouses, Wharf or Key, and all and singular other the Premises by the said Quadripartite Indenture demised to the said *J. O.* with their Appurtenances; **To hold** for the Term of Five hundred Years from the Day next before the Day of the Date of the said now recited Indenture, at the yearly Rent of a Pepper-Corn, under a Proviso to be void on Payment of the Sum of, *£c.* by the said *W. J.* and *J. J.* their Heirs or Assigns, to the said *G. F.* his Executors, Administrators or Assigns, at the Time and Place therein mentioned, which said Money not being paid according to the Limitation of the said Proviso, and the Remainder of the said last mentioned Term of Five hundred Years, being by several mesne Assignments and Conveyances in the Law then become vested in the said *J. W.* **In Trust** nevertheless for the said *R. P.* his Heirs and Assigns, as an Estate only to attend the Reversion and Inheritance of the said mortgaged Premises, which the said *R. P.* had purchased to him and his Heirs, he the said *J. W.* by the Direction of the said *R. P.* for the better securing the Payment of the said several Sums of, *£c.* to the said *J. O.* and *H. S.* did by the said Quadripartite Indenture assign and transfer to the said *H. S.* his Executors, Administrators and Assigns, the said recited Indenture of Demise or Mortgage, made by

Habendum for the Term of 500 Years, at a Pepper-Corn Rent.

Proviso to be void on Payment of the Money.

Recital of a former Mortgage of the Premises.

Habendum for 500 Years; Under a Proviso to be void on Payment of the Money, which not being paid accordingly, the Remainder of the Term became vested in the present Assignors, in Trust for the first Mortgagor, and as an Estate to attend the Inheritance, for the Use of an Infant;

Who having attained the Age of twenty-one Years, the Court of Chancery order'd the Principal Money to be paid to him, and that the Master should assign over the Mortgage for that Purpose.

Covenant of Assignment of the said Mortgages in Pursuance of the said Decree.

The Consideration.

by the said *W. J.* and *J. J.* to the said *G. F.* and the Premises thereby granted, for all the then Residue of the said last mentioned Term of Five hundred Years, under a Proviso nevertheless to be void, on Payment of the said several Sums of, &c. by the said *R. P.* his Heirs or Assigns, according to the Proviso in the said Quadripartite Indenture first above contained, as in and by the said Quadripartite Indenture, Relation being thereunto had, may more fully and at large appear. And whereas the said *A. S.* attained to the Age of twenty-one Years, on or about, &c. and by Order of the said High Court of Chancery, made in the said Cause on or about, &c. it was ordered, that the said Sum of, &c. Principal Money, and the Interest due for the same, should be paid to the said *A. S.* and that the said Master should assign over the Mortgage for that Purpose to the said *A. S.* unless the said *R. P.* should pay the said Principal Money and Interest to the said *R. S.* and that upon his making such Payment, the said mortgaged Premises should be conveyed to the said *R. P.* or to whom he should appoint: Now this Indenture Witnesseth, That for and in Consideration of the Sum of, &c. of lawful Money of Great Britain, by the said *R. P.* to the said *A. S.* in Hand, at or before the Sealing and Delivery of these Presents, well and truly paid, pursuant to the said last mentioned Order, by and with the Consent and Approbation of the said *H. S.* and *J. O.* respectively testified by their being Parties, and their Signing and Sealing to these Presents, in full Satisfaction and Discharge of all Principal and Interest Monies, due from the said *R. P.* his Heirs, Executors, Administrators or Assigns for ever, by these Presents, and also in Consideration of five Pounds of like Money to each of them the said *J. O.* and *A. S.* by the above-named *S. H.* in Hand also at or before the Sealing and Delivery of these Presents paid, the several Receipts whereof are hereby acknowledged, he the said *J. O.* in Obedience to the said last mentioned Order, and by and with the Consent, Direction and Appointment of the said *A. S.* testified in Manner as aforesaid, And also the said *A. S.* have, and each of them hath bargained, sold, assigned, transferred and set over, and by these Presents do, and each of them doth (at the Nomination, and by the Direction of the said *R. P.* testified also by his being a Party, and his Signing and Sealing to these Presents) fully and absolutely bargain, sell, assign, transfer and set over unto the said *S. H.* the said recited Quadripartite Indenture of Demise or Mortgage, and the said Messuages or Tenements, Brew-houses, Hophouses, Warehouses, Stables, Wharf and Key, and all and singular other the Premises therein or thereby demised or meant, mentioned, or intended to be demised, with their and every of their Rights, Members and Appurtenances; And also all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Use, Trust, Property, Claim and Demand what-

whatsoever, of them the said *J. O.* and *A. S.* or either of them, of, in, to or out of the said Premises, or any Part or Parcel thereof, in any wise howsoever; **To have and to hold** the said Messuage or Tenement, Brewhouses, Hophouses, and all and singular other the Premises, mentioned or intended to be hereby assigned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *S. H.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest, Residue and Remainder of the said Term of five Hundred Years, in and by the said recited Quadripartite Indenture granted by the said *R. P.* to the said *J. O.* yet to come and unexpired; **In Trust** nevertheless, to and for the Use and Benefit of the said *R. P.* his Heirs and Assigns, and to attend and wait upon the Reversion and Inheritance of the said Premises, which is now vested in him the said *R. P.* and to or for no other Use, Intent or Purpose whatsoever. **And this Indenture further Witnesseth**, That for the Consideration aforesaid, and also in Consideration of five Shillings of like lawful Money by the above-named *H. B.* to the said *H. S.* in Hand, at or before the Sealing and Delivery of these Presents, well and truly paid, the Receipt whereof is hereby acknowledged, he the said *H. S.* at the Request, and by the Direction of the said *A. S.* and with the Consent and Approbation of the said *J. O.* respectively testified as aforesaid, by their being Parties, and their Signing and Sealing to these Presents, doth by these Presents (at the Nomination, and by the Appointment of the said *R. P.* testified in Manner as aforesaid) assign, transfer and set over to the said *H. B.* the said recited Quadripartite Indenture, and all and singular the Premises, with their Appurtenances therein or thereby assigned, or meant, mentioned or intended to be assigned by the above-named *T. W.* to him the said *H. S.* and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said *H. S.* of, in, to or out of the same Premises, every or any Part thereof in any wise howsoever; **To have and to hold** all and singular the Premises herein last above mentioned, or intended to be hereby assigned, with their and every of their Appurtenances unto the said *H. B.* his Executors, Administrators and Assigns, from henceforth for and during all the Residue and Remainder of the above mentioned Term of five Hundred Years, assigned by the said recited Quadripartite Indenture, by the said *T. W.* to the said *H. S.* yet to come and unexpired; **In Trust** nevertheless for the said *R. P.* his Heirs and Assigns, and to attend and wait upon the Reversion and Inheritance of the said assigned Premises now vested in the said *R. P.* as aforesaid; **And** the said *H. S.* and *A. S.* for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not jointly, nor the one for the other of them, nor for the Heirs, Executors or Administrators, or the Acts,

Habendum for the Remainder of the Term of 500 Years.

In Trust, and to attend upon the Reversion.

Covenant of Assignment by another of the Parties.

Habendum for the Residue of the Term.

In Trust and to wait upon the Inheritance.

Covenant that the Premises are free from Incumbrances.

Another like Co-
venant.

Deeds or Defaults of the other of them, do respectively covenant, promise and grant to and with the said *H. B.* his Executors, Administrators and Assigns, by these Presents, that they the said *H. S.* and *A. S.* or either of them, have not, nor hath at any Time or Times heretofore made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the said hereby assigned Premises, or any Part or Parcel thereof, is, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. And the said *J. O.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *S. H.* his Executors, Administrators and Assigns by these Presents, that he the said *J. O.* hath not at any Time or Times heretofore made, done, committed, or wittingly or willingly suffered, any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the said hereby assigned Premises, or any Part or Parcel thereof, is, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. In Witness, &c.

A Deed of Confirmation of Indentures of Lease and Release, made by Way of Mortgage for securing the Payment of a Sum of Money.

(15)

Recital of the In-
dentures of Lease
and Release.

The Premises,
being several Mes-
suages;

THIS Indenture, made, &c. Between *J. P.* of, &c. Woollen-draper, on the one Part, and *H. F.* Citizen and Vintner of *London*, and *J. J.* of *London*, Hosier, on the other Part: **Whereas** by Indentures of Lease and Release, bearing Date on or about the two and twentieth and three and twentieth Days of, &c. made or mentioned to be made between *C. E.* of, &c. Woollen-draper, only Son and Heir of *W. E.* late of, &c. Yeoman, deceased, and *M.* his Wife, also deceased, on the one Part, and the said *J. P.* on the other Part, (reciting as therein is recited) the said *C. E.* for the better securing the Payment of the Sum of, &c. then due and owing from him to the said *J. P.* on Bond, bearing Date, &c. and the Interest then due, and which should thereafter grow due for the same, and also in Consideration of five Shillings to him in Hand paid by the said *J. P.* did bargain, sell, release and confirm unto the said *J. P.* All that one Messuage or Tenement formerly in the Tenure or Occupation of *W. P.* afterwards of *N. E.* or his Assigns, situate, lying and being, &c. and

one Barn, one Stable, &c. containing all together by Estimation; &c. more or less, to the said Messuage or Tenement belonging or appertaining, or to or with the same used or enjoyed, situate, lying and being at, &c. aforesaid; And also all that one other Messuage or Tenement formerly erected by the said *W. E.* wherein one, &c. dwelt, and one Barn, one Stable, &c. to the said Messuage or Tenement belonging or appertaining, called, &c. all which said last mentioned Messuage or Tenement and Premises are situate, lying and being at, &c. and were formerly in the Tenure or Occupation of, &c. And also the Reversion in Fee expectant from and after the Death of *E. J.* Widow, formerly the Wife of, &c. and all other Reversion and Reversions, Remainder and Remainders whatsoever, of and in all that Messuage or Tenement, with the Barns, Stables, Buildings, Yards, Gardens, Orchards and Appurtenances commonly called, &c. or by what other Name or Names soever the same is known or called; And also the Reversions in Fee expectant from and after the Death of the said *E. J.* and all other Reversion and Reversions, Remainder and Remainders whatsoever, of and in all that Croft or Piece of Ground with the Appurtenances, commonly called, &c. being planted with Fruit-Trees, containing by Estimation, &c. (more or less) which said last mentioned Messuage, Land and Premises are situate and being in, &c. late in the Occupation of, &c. together with all Ways, Easements, Woods, Underwoods, Timber-Trees, Commons, Common of Pasture, Profits, Liberties, Advantages, Hereditaments and Appurtenances whatsoever, to the said several Messuages and Tenements, Lands, Hereditaments and Premises before mentioned, and to every or any of them belonging or in any wise appertaining, or to or with the same had, reputed, used, occupied or enjoyed, as Part, Parcel or Member thereof; To have and to hold all and singular the Premises to the said *J. P.* his Heirs and Assigns, to the only proper Use and Behoof of the said *J. P.* his Heirs and Assigns for ever, Under a Proviso nevertheless to be void on the Payment of the said Sum of, &c. due on the said Bond, and the Interest then due, and which should grow due on the same, on the three and twentieth Day of *January* then next following, as by the said Indentures of Lease and Release, relation being thereunto had, may more fully appear, which Money was not paid according to the said Proviso, or at any Time since, whereby the Estate of the said *J. P.* of and in the said Premises became absolute in the Law, subject nevertheless in Equity to be redeemed on Payment of the said Principal Money and Interest: Now this Indenture Witnesseth, That the said *J. P.* for and in Consideration of five Shillings of lawful Money of *Great Britain*, to him in Hand paid by the said *H. F.* and *J. J.* at or before the Sealing and Delivery of these Presents, the Receipt whereof he doth hereby acknowledge, and for other good Causes and Considerations him hereunto moving, hath bargained,

And also several Reversions in Fee.

Habendum in Fee, under Condition to be void on Payment of a Sum of Money;

Which not being paid, the Estate became absolute.

Covenant of Release and Confirmation.

Mortgages.

gained, sold, released and confirmed, and by these Presents doth bargain, sell, release and confirm unto the said *H. F.* and *J. J.* (in their actual Possession now being by Virtue of a Bargain and Sale thereof to them made by the said *J. P.* by Indenture bearing Date the Day next before the Day of the Date of these Presents, for the Term of one Year, commencing from the Day next before the Day of the Date of the same Indenture, in Consideration of five Shillings to him paid by the said *H. F.* and *J. J.* and by Virtue of the Statute for transferring Uses into Possession) and to their Heirs and Assigns, all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances herein above-mentioned, and all other the Messuages, Lands, Tenements and Hereditaments, in or by the said recited Indentures of Lease and Release bargained, sold, released and confirmed, or meant, mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, and also all the Estate, Right, Title, Interest, Use, Trust, Property, Profit, Benefit, Claim and Demand whatsoever, of him the said *J. P.* of, in or out of the same Premises, every or any Part or Parcel thereof, in any wise howsoever; *Co*

Habendum in Fee. have and to hold the said Messuages, Lands, Tenements and Hereditaments, and all and singular other the Premises herein before-mentioned, or intended to be hereby released, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *H. F.* and *J. J.* their Heirs and Assigns, to the Use and Behoof of the said *H. F.* and *J. J.* their Heirs and Assigns for ever; *In Trust* nevertheless, and to and for the only proper Use, Benefit and Behoof of the said *J. P.* his Heirs and Assigns, and to the Intent that the said hereby released Premises, with their Appurtenances, shall be conveyed and disposed of from Time to Time, as he or they shall direct or appoint, and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

In Trust for the Releffors, to the Intent the Premises may be disposed of, &c.

A Mortgage of a Reversion for Years.

(16)

THIS Indenture made, &c. Between the Right Honourable *H. Earl of P.* of the one Part, and *J. S.* of *London*, Gent. of the one Part, *Witnesseth*, that the said Earl to the Intent the Sum of one thousand Pounds may be secur'd and paid to the said *J. S.* according to the true Intent and Meaning of these Presents hereafter mentioned, and for divers good Causes and valuable Considerations him the said Earl thereunto moving, hath bargained and sold, and by these Presents doth bargain and

and sell unto the said *J. S.* and his Assigns, **Al** that the Manor of, &c. in the County of, &c. with its Rights, Members and Appurtenances, **And** all those Messuages, Lands, Tenements and Hereditaments in *T.* or *D.* and either of them, in the said County of, &c. which were heretofore demised or mentioned to be demised by the said Earl, and *E.* Countess Dowager of *P.* or either of them, to *A. B.* of the City of *London* deceased, **And** all Manors, Messuages, Lands, Tenements and Hereditaments of him the said Earl, situate, lying and being in *T.* and *D.* aforesaid, or either of them, whereof or wherein the said Earl now hath, or at any Time heretofore had any Manner of Estate of Inheritance or Freehold in Possession, Reversion, Remainder or Expectancy, and the Reversion and Reversions, Remainder and Remainders, of all and singular the said Premises hereby bargained and sold, or meant or intended to be hereby bargained and sold, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said Earl, in and to the same; **To have and to hold** the said Manor, Lands, Tenements and Hereditaments hereby bargained and sold, or meant or intended to be hereby bargained and sold, with their and every of their Appurtenances, unto the said *J. S.* his Executors and Assigns, immediately from and after the Death of the said Earl, and *E.* Countess Dowager of *P.* Mother to the said Earl, unto the full End and Term of five hundred Years thence next and immediately following and fully to be compleat and ended; **yielding and paying** therefore yearly, during the said Term, the yearly Rent of one Penny, at the Feast of *St. Michael* the Archangel only, if the same be lawfully demanded; **And** the said Earl doth hereby for himself and his Heirs covenant, promise and grant, to and with the said *J. S.* his Executors and Assigns, in Manner and Form following, (that is to say) That he the said Earl, for and notwithstanding any Act or Thing by him committed or done to the contrary, at the Time of the Ensealing and Delivery of these Presents, is and standeth seised of a good, sure and perfect Estate in Fee-simple or Fee-tail, of and in the said Manor and Premises hereby bargained or mentioned, or intended to be bargained, with their and every of their Rights, Members and Appurtenances; **And** that the said Earl, for and notwithstanding any such Act or Thing as aforesaid, now hath needful Power, full Right and lawful Authority, to bargain and sell the said Manor and Premises hereby bargained, or meant or intended to be hereby bargained, with their and every of their Rights, Members and Appurtenances, unto the said *J. S.* his Executors and Assigns, in Manner and Form aforesaid; **And** that it shall and may be lawful to and for the said *J. S.* his Executors and Assigns, during the Term hereby granted, **To have and to hold**, occupy, possess and enjoy the said Manor and Premises

Bargain and Sale.

Habendum from the Death of the Earl and his Countess for 500 Years.

Covenant that he is seised in Fee, and free from Incumbrances.

Covenant to levy
a Fine and Reco-
very.

The Uses.

To the Use of
the Mortgagee, and
the corroborating
of his Estate.

Proviso to be void
upon Payment of
the Mortgage Mo-
ney.

misses hereby bargained, or meant or intended to be hereby bargained, with their and every of their Rights, Members and Appurtenances, without the Let, Trouble, Incumbrance or Eviction of him the said Earl, his Heirs or Assigns, or any Person or Persons claiming, or which shall or may claim, any Estate or Interest, by, from or under him; And that the said Manor and Premises hereby bargained, or mentioned or intended to be hereby bargained, now are and be free and clear, and shall be and continue, during the Term hereby granted, freely and clearly acquitted, exonerated and discharged, of and from all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Statutes, Judgments, Recognisances, Executions, Extents, Outlawries, Forfeitures, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, done, made, committed or suffered by the said Earl, his Heirs or Assigns, or by any Person or Persons lawfully claiming, or which may lawfully claim, by, from or under him, or by or through his or their, or any of their Acts, Means, Consent or Procurement, whereby the Estate and Term hereby granted may be any ways incumbered. And the said Earl doth hereby covenant and grant to and with the said J. S. his Executors and Assigns, That he the said Earl shall and will, before the end of *Hilary* Term next ensuing the Date hereof, acknowledge and levy in due Form of Law, before his Majesty's Justices of the Court of *Common Bench*, at the Costs of the said J. S. one or more Fine or Fines *Sur Conscience de droit come ceo qu'ils ont de leur done*, and shall also suffer, or cause to be done or suffer'd one or more Common Recovery or Recoveries, on or upon the said Manor and Premises hereby bargain'd, or intended to be bargained, in such Sort, and by such Names, Descriptions, Contents and Quantities, as by the Counsel learned in the Law of the said J. S. shall be advised, which Fine and Fines, and Common Recovery or Recoveries, and every of them, and the Execution thereof, and all and every other Fines and Common Recoveries to be levied and suffered of the said bargained Premises, either alone or jointly with any other Lands whereunto the said Earl shall be Party or Privy, shall be and enure, and are hereby declared to be and enure, as to the Manor and Premises hereby bargained, or intended to be bargained, to the Use of the said J. S. his Executors and Assigns, for the Term of five hundred Years, to commence as aforesaid, and hereby granted or mentioned to be granted; and for the corroborating of these Presents, and the Estate hereby granted or mentioned or intended to be granted; **Provided always**, That if the said Earl shall pay, or cause to be paid, to the said J. S. his Executors or Assigns, the full Sum of one thousand Pounds of lawful Money of *Great Britain*, upon the, &c. Day of, &c. in the Year of our Lord, &c. at, &c. without any Abatement or Deduction,

Mortgages.

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Deduction, by Reason of any Matter or Thing whatsoever, that then this present Grant, Bargain and Sale, and every Clause, Article and Agreement therein contained, shall cease; determine, and be utterly void to all Intents and Purposes whatsoever; *Provided likewise*, That if the said Earl shall make Default of Payment of the said Sum of one thousand Pounds upon the, &c. and the Heirs, Executors and Administrators of the said Earl, shall pay, or cause to be paid, unto the said J. S. his Executors and Administrators or Assigns, upon the, &c. *Proviso*, that if there shall be a Default of Payment, and the Heirs, Executors or Administrators of the Earl shall pay at a certain Day, after the Death of the Earl and Lady, then to be void also.

shall come and happen first after the Death of the said Earl and Countess, the full Sum of one thousand Pounds of lawful Money of Great Britain, and Interest for the same, after the Rate of five Pounds *per Cent.* to be accounted from the, &c. Day of, &c. unto the, &c. Day of, &c. which shall first be and happen after the Death of the said Earl and Countess, that then this present Indenture, and every Clause, Article and Agreement herein shall be void, frustrate, and of none Effect, to all Intents and Purposes whatsoever. In Witness, &c.

Endorsement.

Memoirandum, That it is agreed by all the Parties, at the Time of the Ensealing of these Presents, that neither of the Provisoes within mentioned shall extend to a Covenant or Agreement to charge the Person of the said Earl, or any other of his Lands, with the Payment of the said one thousand Pounds, but only the Lands within mentioned shall be liable to the Payment thereof.

An Agreement, that neither of the Provisoes shall extend to a Covenant to charge the Person of the Earl, nor any other of his Estates.

Bill of Sale of Household Goods, and Stock of Cattle, Corn, Hay, &c.

TO all to whom these Presents shall come, A. B. of, &c. Knt. sendeth Greeting: *Know ye*, that the said A. B. in Consideration of the Sum of 400 *l.* of, &c. to him in Hand paid by C. D. of, &c. *Proviso*, that if there shall be a Default of Payment, and the Heirs, Executors or Administrators of the Earl shall pay at a certain Day, after the Death of the Earl and Lady, then to be void also.

and before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, he the said A. B. hath granted, bargained, sold, and in plain and open Market delivered, and by these Presents doth grant, bargain, sell, and in plain and open Market deliver, unto the said C. D. all those Beds, Bedding and Furniture, Pictures, Chairs, Stools, Tables, Looking-Glasses, Ranges, Grates, Fire-shovel, Tongs, Linen, Woollen, Pewter, Brass, and all other Kitchen

(17)

Kitchen Furniture, Plates, Dishes, Pots, Kettles, Brewing Vessels, and all other Furniture, Goods and Chattels, and Things whatsoever, being in or about the capital Messuage called *F. R.* or the Out-houses thereof; And all those four Oxen, nine Cows, five Mares, three Geldings, two young Colts or Foals, three Calves, and other Cattle at *N.* in the said County of *M.* and all those Ricks, Stacks or Parcels of Wheat, Barley, Oats, and Pease threshed or unthreshed, in the Barns, Grounds or Out-houses of *N.* aforesaid; And also all Hay in the said Barns or in Ricks at *N.* aforesaid, and all Carts, Wains, Plows, Harrows, and other Geer of Husbandry, at *N.* aforesaid; And all his the said *A. B.*'s Furniture, Bedding, Linen, Woollen and other Chattels in *M. R.* in the said County of, *&c.* And all Plate and other Moveables, Scrutores, Tables, Chairs, Looking-Glasses, *China* Ware, and other Things in *W. R.* aforesaid; To hold the said Goods and Premises to the said *C. D.* his Executors, Administrators and Assigns, as his and their own Goods and Chattels. In Witness whereof the said *A. B.* hath hereunto set his Hand and Seal this fourth Day of, *&c.*

Mortgages. Vide Bargain and Sale, 7.

Oath.

An Affidavit that the Premises contained in a Lease which is lost or mislaid are free from Incumbrances.

(I) **W**hereas [Reciting the Lease as well as you can] And whereas the said *E. D.* hath granted and assigned all his Estate and Interest in the said in Part recited Lease and Premises therein contained, unto *J. H. &c.* Esq; and for as much as the said original Lease is lost or mislaid, and at present cannot be produced, And to the Intent the said *J. H.* may be satisfied that the said Lease is not mortgaged, nor the Premises therein contained any wise incumbered, the said *E. D.* maketh oath, that he this Deponent hath not mortgaged the said Lease, nor deposited the said Lease with any Person or Persons for any Debt, Pledge, or other-

otherwise, nor any wise incumbered the said Premises; Neither doth he this Deponent know in whose Hands, Custody or Power the same Lease now is; And in case he this Deponent shall at any Time find or recover the said Lease, that then he will deliver the same whole, uncanceled and undefaced to the said J. H. Esq; or to his Agent, for his the said J. H. Esq; Use and Benefit.

E. D.

*Sworn the 20th Day
of March 1718.
before me*

***An Affidavit to prevent an Estate being
double taxed.***

P. R. of, &c. maketh oath, that E. J. of, &c. Esq; hath purchased of R. W. the Manors or Lordships of M. in the County of S. and all other the Manors, Lands, Tenements, Rents, Advowsons, Messuages, Parks, Demesne Lands, Tithes and Hereditaments of the said R. W. within the Manors, Parishes, Towns, Villages, Precincts or Territories of S. aforesaid: And this Deponent further maketh Oath, that all and singular the before mentioned Manors and Premises are by one Indenture, bearing Date the fifth Day of May last past, And by one other Indenture of Bargain and Sale, dated the 10th Day of the said Month of May, (both which said Indentures are inrolled in the High Court of Chancery) bona fide granted and conveyed by the said R. W. and his Trustees to the said E. J. Esq; and his Heir for ever.

(2)

P. R.

*Sworn the 11th Day of
June 1718. before me
a Master in Chancery*

*An Affidavit to free from Incumbrances,
by two Sisters.*

(3)

A. *B.* and *C. D.* both of the Parish of *W.* in the County of *Essex*, Spinsters, jointly and severally make Oath, that neither they, or either of them, have or hath, at any Time before the Day of the Date hereof, granted, bargained, sold, aliened, or otherwise conveyed, all that Messuage or Tenement called *C. R.* or the Lands or Hereditaments thereunto belonging, lying in the Parishes of *W.* and *M.* in the County of *H.* formerly purchased by *T. R.* their Father, of *A. W.* Esq; and *F. M.* Merchant, which now are sold and conveyed, or agreed to be sold and conveyed, unto *H. W.* of, &c. But that the said Messuage or Tenement, and the Lands and Hereditaments thereto belonging, are on the Day of the Date hereof free and clear of and from all and all Manner of Grants, Bargains, Sales, Leases, Judgments, Troubles and Incumbrances whatsoever, had, made, done or suffered by them the said *A. B.* and *C. D.* or either of them, to any Person or Persons whatsoever.

*Sworn the 16th Day
of June 1718.*

*An Affidavit of the due Execution of a
Letter of Attorney.*

(4)

A. *B.* of, &c. Gent. maketh Oath, that he this Deponent was present, and did see *W. F.* of, &c. duly sign, seal and deliver the Letter of Attorney hereunto annexed, and this Deponent did accordingly subscribe his Name as a Witness thereunto, and did also see *R. M.* subscribe his Name as a Witness to the due Execution thereof.

I

Office.

Office.

A Certificate by one of the Barons of the Exchequer, that the Trustees in the Grant have taken the Oaths for the Execution of the said Office.

THESSE are to certify all whom it may concern, that G. P. Esq; and M. G. and R. H. Gent. being by Letters Patent under the Great Seal of *England* constituted and appointed to execute the Office of Surveyor of the Petty Customs and Subsidies of his Majesty, his Heirs and Successors, within the Port of *London*, and of the Subsidy of three Shillings a Tun, and twelve Pence in the Pound, within the Port aforesaid, came before me this present Day, and took the Oaths appointed by an Act of Parliament made in the first Year of the Reign of their late Majesties King *William* and Queen *Mary*, intituled, *An Act for the Abrogating of the Oaths of Supremacy and Allegiance, and appointing other Oaths*, and did also then take their Oaths for the due Execution of the said Office. Witness my Hand this, &c. Day of, &c. in the, &c. Year of the Reign of our Sovereign, &c. of *England*, &c. Annoque Dom. &c.

(1)

T. B.

A Deputation of a Bailiffship to receive Fines and Amercements arising within the Hundred of the Earl of S.

KNOW all Men by these Presents, That I R. Earl of S. have nominated, constituted and appointed S. B. of, &c. during my Pleasure to be my Bailiff and Receiver of all Fines of the Bench, Issues of the Bench, Issues before our Sovereign, &c. Issues before the Barons of the Exchequer, Fines and Amercements before the Justices of Assise, Amercements before our Sovereign, &c. also of all Fines and Amercements forfeited at the

(2)

General

General Sessions of the Peace by the Tenants and Resiants within the Hundreds of the said R. Earl of S. of W. B. S. B. and S. in the County of, &c. any or either of them; And also to collect and receive all other Profits whatsoever happening or arising within the said Hundreds of W. B. S. B. and S. in the said County of S. belonging to the Earl of S. in Right of his said Hundreds, and every of them; And also to distrain for the Non-payment thereof, and also to execute all Writs, Warrants and Process, which shall belong to him as Bailiff of the said Hundreds to execute; And further, to do, execute and perform all and every other Act and Thing necessary to be done in and about the Premises, and the passing of an Account, and suing out of a *Quietus* for the said Hundreds, or either of them, in his Majesty's Court of Exchequer, according to the usual Course and Practice of the said Court, as by the said Deputation, Relation being thereunto had, more fully may appear. In Witness, &c.

A Deputation of the Office of Surveyor of the Customs.

(3) **W**hereas his late Excellent Majesty King *William* the Third, by his Letters Patent under the Great Seal of *England*, bearing Date at *Westminster* the, &c. Day of, &c. in the, &c. Year of his Reign, Reciting as therein is recited, did give and grant to me *A. B.* Esq; and also to *C. D.* of *London*, Esq; and *E. F.* of *London*, Merchant, the Office of Surveyor of his Petty Customs and Subsidies in the Port of *London*, in as ample Manner and Form as *G. H.* or *J.* Earl of *C.* or *K. L.* or *M. N.* and *O. P.* or *Q. R.* in the said Letters Patent named, or any other Person or Persons, had or occupied the said Office; And his said Majesty did by his said Letters Patent constitute me the said *A. B.* and the said *C. D.* and *E. F.* Surveyors, as well of the Petty Customs of his said Majesty, his Heirs and Successors, as of the Subsidies of three Shillings *per* Tun, and Twelve-pence *per* Pound; And also of all and singular the Customers and Collectors of the aforesaid Subsidies of his said Majesty, his Heirs and Successors, and Contrrollers of the same; And also of the Searchers and of all other Officers of the Customs and Subsidies aforesaid in his Port of *London*, and in all and singular the Ports and Places to the said Port annexed or adjacent, as well upon the Water as elsewhere within the Ports and Places aforesaid; To have and enjoy the Office aforesaid to me the said *A. B.* and also to the said *C. D.* and *E. F.* and our Heirs, by ourselves,

Recital of Letters
Patent.

Habendum.

selves, our Clerk or Chief Substitute or Substitutes of us and our
 Heirs in that Part to be deputed, immediately after the Death,
 Surrender or Forfeiture of Sir S. T. Knight and Baronet, or when
 the same in any other Manner should happen to be void, for and
 during the natural Lives of V. W. and K. T. Esq; two of the
 younger Sons of the Right Honourable, &c. and the Life of the
 longer Liver of them: And whereas the said C. D. and E. F. by
 their Deed under their Hands and Seals, bearing Date the, &c.
 Day of, &c. in the said, &c. Year of his late Majesty's Reign,
 And also I the said A. B. by my Deed under my Hand and
 Seal, bearing Date the, &c. Day of, &c. Anno Domini, &c. did
 severally acknowledge, testify and declare, that our Names were
 made use of in the said Letters Patent, by and at the Nomina-
 tion of the said, &c. and that we and our Heirs should at all
 Times stand seised of the said Office, In Trust for the said, &c.
 and for the Benefit of such Person and Persons as the said, &c.
 by any Writing or Writings under his Hand and Seal, or by his
 Will under his Hand and Seal, should direct, limit and appoint,
 and for want of such Limitation and Appointment, Then in
 Trust to and for the said V. W. and K. T. and for the Life of the
 longer Liver of them: And whereas the said Sir J. T. is now
 also dead; And whereas the said V. W. and K. T. are now both
 living; And whereas I the said A. B. am by Virtue of the said
 Letters Patent sworn and admitted into the said Office; And
 whereas the said, &c. hath requested and desired me the said
 A. B. to nominate, constitute and appoint, &c. of London, Gent.
 to be my Deputy to execute the said Office during my Pleasure,
 and to receive and take the Fees, Perquisites and Profits belong-
 ing or any wise appertaining or incident thereunto, and to account
 with and pay the same to me or to such Person or Persons as I
 shall direct him to pay the same unto; And also to do and exe-
 cute all and every lawful Acts and Things pertaining to the said
 Office: Now therefore I the said A. B. do at the said Instance
 and Request of the said, &c. testified by his Desire and Request
 under his Hand and Seal to these Presents, nominate, constitute,
 depute and appoint the said, &c. to execute the said Office during
 my Pleasure; And I do also hereby at the like Request, direct
 and authorize him the said, &c. during also my said Pleasure,
 to receive and take the Fees, Perquisites and Profits belonging or
 any ways appertaining or incident thereunto, and to account with
 and pay the same to me or to such Person or Persons as I shall
 direct and appoint him to pay the same unto, and also to do and
 execute all and every lawful Acts and Things appertaining to the
 said Office. In Witness, &c.

Clause of Depu-
 tation.

[See Articles with the Deputy, ante p. 464.]

A Deputation of a Bishop's Register.

(4)

TO all Christian People to whom this present Writing shall come, I G. H. Publick Notary and Principal Register to the Bishop of H. and his Successors, Bishops of H. in and through the whole Diocese and Jurisdiction of H. and Scribe, &c. send Greeting in our Lord God Everlastingly. *It is to be known* That I the said G. H. for divers good Causes and Considerations me hereunto moving, have constituted and appointed, and by these Presents do constitute and appoint, &c. to execute for me and in my Name the aforesaid Office of Register and Scribe to the aforesaid Bishop of H. To hold the same during the Pleasure of me the said G. H. and do also hereby, during my said Pleasure, order, direct and authorize him the said, &c. to receive and take to the Use of me the said G. H. all the lawful Fees, Perquisites and Profits belonging or any ways appertaining or incident to the same, and also to do and execute all and every such other lawful Acts and Things pertaining to the Office aforesaid in as large and ample manner as I the said G. H. might, may or can do. *In Witness,* &c.

A Bond for the honest Accounting of a Collector or Receiver of Rents by Virtue of a Letter of Attorney; with the Letter of Attorney annex'd.

(5)

WHEREAS the above-named B. F. hath, by a Letter of Attorney bearing equal Date herewith, constituted and appointed the above bound N. R. Collector or Receiver of all Debts, Duties, Rent and Rents, Arrearages of Rents, Sum and Sums of Money due, or hereafter to be due to the said B. F. from all and every the Tenants, Farmers and Occupiers of the several Manors, Messuages, Farms, Lands, Tenements, and Hereditaments of the said B. F. in the County of, &c. during the said B. F.'s Pleasure, as by the said Letter of Attorney, relation being thereunto had, may more fully appear: *Now* therefore the Condition of the above written Obligation is such, That if the above bound N. R. shall and do, during his Continuance in the said Office, behave himself justly and faithfully in the Execution thereof, and

Office.

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and shall and do Account for and Pay to R. R. of, &c. all Sum and Sums of Money, and other Matters and Things he shall receive by Virtue of the said Letter of Attorney; and shall also do all other Matters and Things that are most beneficial for the said B. F. or for his Profit and Advantage, during his Continuance in the said Office; then this Obligation to be void, or else to be and remain in full Force and Virtue.

An Assignment of an Indenture of Demise

**The Letter of Attorney in the above Bond
referr'd to.**

(1)
(6)

KNOW all Men by these Presents, That I the said B. F. have made, ordained, constituted, appointed, and in my Place and Stead put, and by these Presents do make, ordain, constitute, appoint, and in my Place and Stead put, N. R. of, &c. Gent. my true and lawful Attorney, during my Pleasure only, for me, and in my Name, and to my Use, to ask, sue for, levy, require, recover and receive, of and from all and every the Tenants, Farmers and Occupiers of my several Manors, Messuages, Farms, Lands, Tenements and Hereditaments, situate, lying, and being in the County of, &c. all such Debts, Duties, Rent and Rents, Arrearages of Rents, Sum and Sums of Money due, or hereafter to be due to me the said B. F. and upon Receipt or Receipts thereof in my Name, or his own Name, to make and give Acquittance, and other legal Discharges for the same; And also for me and in my Name and Stead to make Entry or Entries into any Lands, Tenements or Hereditaments of me the said B. F. and thereupon take, or cause to be taken any Distress or Distresses out of which any Rent or Rents, or other Duty or Thing is or shall be due, reserved or payable unto me, and into other Lands, Tenements and Hereditaments, that do or may belong unto me, by Reason of the Non-Payment of any Rent or Rents, Sum or Sums of Money due, or to be due unto me by Virtue of any Lease or otherwise howsoever; And for me in my Name to receive and take all or any the Rents, Issues and Profits of all or any such Lands, Tenements and Hereditaments; And whatsoever my said Attorney shall do or cause to be done in or about the Premises, I the said B. F. do hereby ratify and confirm, as fully as if I in my own Person had done the same. In Witness, &c.

Office. Vide Covenant, 1. Agreement, 4.

Portions.

Portions.

An Assignment of an Indenture of Demise of three several Tenements, made to Trustees in Trust to raise a Daughter's Portion.

(I) **T**HIS Indenture, made, &c. Between *J. L.* of, &c.
 (0) Gent. and *Susanna* his Wife, *D. B.* Citizen and Skinner
 of *London*, and *J. M.* Citizen and Haberdasher of *London*,
 on the one Part, and *B. B.* of, &c. and *R. B.* of *London*, Wooll-
 Recital of the In- Seller, on the other Part: *Whereas* by Indenture bearing Date,
 denture of Demise. &c. made between *T. B.* of, &c. Grocer, (since deceased) on the
 one Part, and the said *D. B.* and *J. M.* on the other Part, for
 securing the Payment of, &c. the proper Money of the said *S.* now
 the Wife of the said *J. L.* who was then sole, and is therein men-
 tioned by the Name of *S. W.* Daughter of *S. B.* then Wife of the
 said *T. B.* by her former Husband *T. W.* late Citizen and Cloth-
 Worker of *London*, deceased, unto her the said *S. W.* at such Time
 as is therein after mentioned, and for other Considerations therein
 expressed, the said *T. B.* did grant, bargain, sell, demise, and to
 The Premises. Farm let, unto the said *D. B.* and *J. M.* All those three Messu-
 ages, Tenements or Rentaries then, or then late in the Occupation
 of *R. G.* Widow, *T. L.* and *E. G.* or their or some or one of
 their Assignee or Assigns, situate, &c. together with all and singu-
 lar the Yards, Gardens, Ways, Passages, Waters, Water-Cour-
 ses and Appurtenances to the same Messuages, and every or any of
 them belonging or appertaining, or then, or at any Time thento-
 fore, with them or any of them used, letten, occupied or enjoy-
 ed, and the Reversion and Reversions, Remainder and Remain-
 ders of all and singular the Premises, and all the Rents, Issues,
 and yearly Profits arising, issuing or growing due or payable out of
 or for the Premises, or any of them, by Force of any Demise or
 Grant, or Demises or Grants made of the Premises, or any of
 them, or otherwise howsoever; **To hold** unto the said *D. B.* and
J. M. their Executors, Administrators and Assigns, from the Day
 of the Date of the same Indenture, for the Term of five Hundred
 Years, under the yearly Rent of a Pepper-Corn, and under a Pro-
 Habendum to the vifo or Condition to be void in case the said *T. B.* his Heirs, Exe-
 Trustees for five cutors, Administrators or Assigns, did and should well and truly
 Hundred Years. pay, or cause to be paid, unto the said *D. B.* and *J. M.* their
 Proviso to be void Execu-
 on Payment of a
 Sum of Money to a
 Daughter ten Days
 after her Day of
 Marriage, or Age of
 twenty-one Years.

Executors, Administrators or Assigns, to and for the Use and Behoof of the said *S. W.* the Sum of, *£c.* of lawful, *£c.* either within ten Days next after the said *S. W.* should attain to the Age of twenty-one Years, or within ten Days next after the Day of her Marriage, which of the said Times or Cases should first and then next happen, as in and by the said recited Indenture, relation being thereunto had, may more fully and at large appear: And whereas the said *S. W.* did in or about, *£c.* lawfully intermarry with the said *S. L.* and did also on, *£c.* attain unto the full Age of twenty-one Years, but as yet no Part of the said, *£c.* has been paid to the said *S.* or to the said *D. B.* and *J. M.* or either of them, to or for the Use of the said *S.* whereby the said recited Indenture, and the Grant and Estate thereby made, is become absolute in the Law: Now this Indenture Witnesseth, That for and in Consideration of the Sum of, *£c.* by the Direction of the said *J. L.* and *S.* his Wife, testified by their being made Parties hereunto, and their Signing and Sealing hereof, unto the said *D. B.* and *J. M.* to and for the Use and Behoof of the said *S.* by the said *B. B.* at or before the Sealing and Delivery of these Presents, well and truly paid; And also in Consideration of five Shillings of like Money to the said *D. B.* and *J. M.* by the above-named *R. B.* at or before the Sealing and Delivery thereof, well and truly paid, the Receipts of which said Sum of, *£c.* and five Shillings they the said *D. B.* and *J. M.* do hereby acknowledge, and thereof and therefrom, they the said *D. B.* and *J. M.* and also the said *J. L.* and *S.* his Wife, do hereby severally and respectively acquit, release and discharge the said *B. B.* and *R. B.* their Heirs, Executors and Administrators, and every of them for ever, by these Presents, they the said *D. B.* and *J. M.* by and with the Consent, Direction and Appointment of the said *J. G.* and *S.* his Wife, testified as aforesaid, have, and each of them hath bargained, sold, assigned and set over, and by these Presents do, and each of them doth bargain, sell, assign and set over unto the said *R. B.* at the Desire and Nomination of the said *T. B.* testified by his being made a Party hereunto, and his Signing and Sealing hereof, as well the said recited Indenture of Bargain, Sale and Demise, and the said three Messuages, Tenements or Rentaries, and all and singular other the Premises by the said Indenture bargained, sold and demised, or meant; mentioned or intended so to be, with their and every of their Rights, Members and Appurtenances, As also all the Estate, Right, Title, Interest, Use, Trust, Possession, Claim and Demand whatsoever of them the said *D. B.* and *J. M.* or either of them, of, in, to or out of the same Premises, or any Part or Parcel thereof in any wise howsoever; To have and to hold the said recited Indenture, and the said Messuages, Tenements or Rentaries, and all and singular other the Premises herein before mentioned or

Both which Days being past, and the Money not paid, the Estate became absolute.

Covenant of Assignment of all the Premises.

The Consideration.

The Premises.

Habendum to the Assignee for the Remainder of the Term.

Declaration of
the Trusts.

Covenant that
the Premises are
free from Incum-
brances.

intended to be hereby bargained, sold or assigned, with their and every of their Rights, Members and Appurtenances, unto the said R. B. his Executors, Administrators and Assigns, from thenceforth for and during all the Rest and Residue of the said Term of Five hundred Years, by the said recited Indenture granted, yet to come and unexpired; In Trust nevertheless to and for the Use and Behoof of the said B. B. his Executors, Administrators and Assigns, and to and for no other Use, Intent or Purpose whatsoever; And the said D. B. and J. M. for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not the one for the other, or for the Act or Deed of the other, do hereby covenant, promise and agree to and with the said R. B. his Executors, Administrators and Assigns, that they the said D. B. and J. M. or either of them have not, nor hath made or done, committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the Premises hereby assigned, or intended to be assigned, or any Part thereof, is, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. In Witness, &c.

An ACT for settling the Estate of the Most Noble J. Duke of R. and J. M. Esq; commonly called Marquis of G. Son and Heir Apparent of the said Duke, on the Marriage of the said Marquis of G. with the Honourable B. S. only Child of the Right Honourable R. Lord L. And also for vesting the Estates of the said R. Lord L. and B. S. therein mentioned, in Trustes, to be sold for raising Money for the Marriage-Portion of the said B. S.

(2) **W**hereas by Indentures of Lease and Release, the Lease bearing Date the Day next before the Day of the Date of the Release, and the Release being Quinquartite, bearing Date the

Recital of the Indentures of Lease and Release.

the, &c. Day of, &c. in the Year of our Lord, &c. and in the, &c. Year of the Reign of our Sovereign, &c. and made or mentioned to be made between the most Noble J. late Duke of R. since deceased, (by the Name of the Right Honourable J. Earl of R. Lord R. of H. T. and B. and Lord M. of H.) and the most Noble K. now Dutchess Dowager of R. (by the Name of the Right Honourable the Lady K. one of the Daughters of the Right Honourable B. late Lord Viscount C. and now Countess of R. Wife of the said Earl of R.) and the most Noble J. now Duke of R. (by the Name of the Right Honourable J. commonly called J. M. Lord R. the eldest Son of the said Earl of R. by the said Lady K. his Wife) of the first Part, The Honourable C. B. Esq; since deceased, one of the Sons of the Right Honourable M. late Earl of L. deceased, and the Honourable P. B. (since also deceased) second Son of the Right Honourable R. late Earl of L. and Lord Great Chamberlain of *England*, (now also deceased) of the second Part, The most Noble W. late Duke of B. deceased, (by the Name of the Right Honourable W. Earl of B. Lord R. Baron R. of T. Knight of the most Noble Order of the Garter, and one of their Majesties most Honourable Privy Council) and the Right Honourable R. Lady R. Widow and Relect of W. late Lord R. deceased, in his Lifetime Son and Heir Apparent of the said Earl of B. And the most Noble K. late Dutchess of R. deceased (by the Name of the Honourable K. R. youngest Daughter of the said R. Lady R. by the said W. late Lord R.) of the third Part, S. C. Esq; Son and Heir Apparent of Sir S. C. of C. in the County of C. Knt. J. C. Esq; Brother of the said Sir S. and H. C. Esq; one other of the Brothers of the said Sir S. C. (all three since deceased) of the fourth Part, and the most Noble W. Duke of D. (by the Name of the Right Honourable W. Lord C. Son and Heir Apparent of the Right Honourable W. Earl of D. and the Honourable J. R. (since deceased) one of the Sons of the said late Earl of B. of the fifth Part, and by Fine levied in Pursuance of the Covenant in the said Indenture of Release mentioned in that Behalf, All that the Honour, Castle and Manor of B. *alias* B. in the Counties of L. and L. or one of them, with all the Rights, Members and Appurtenances thereof, and the Site of the late dissolved Priory of B. aforesaid, with the Rights, Members and Appurtenances thereof, and the Manors of B. F. G. and K. in the said County of L. with their and every of their Rights, Members and Appurtenances, and all those the Manors of R. and W. *alias* W. and M. R. in the said County of L. with their and every of their Rights, Members and Appurtenances, and all that the Manor or Lordship and Capital Messuage and Commandry of N. E. in the said County of L. with their and every of their Rights, Members and Appurtenances, and all those the Rectories and Parsonages impropriate of L. B. and F. in the said County of L. and all and every the Tithes, Glebe-Lands, and Appurtenances to the same Rectories belonging, or in any
wife

The Premises.

wise appertaining, and all those the Advowsons and Rights of Patronage of, in, and unto the Churches of *R.* and *W.* aforesaid, with their Appurtenances, and the Free Warren in *W.* aforesaid, call'd *B.* Warren, and all and singular the Manors, Messuages, Rectories, Advowsons, Tithes, Rents, Lands, Tenements and Hereditaments whatsoever, or wherein the said *J.* late Duke of *R.* and *J.* now Duke of *R.* or either of them, had any Estate of Freehold or Inheritance in Possession, Reversion, Remainder, or Expectancy, situate, lying or being within the Towns, Parishes, Fields, Villages, Hamlets, Precincts, or Territories of *B.* alias *B. F. G. K. R. W.* alias *W. M. R. H. O. H.* alias *H. H. L. B. F. E. N. E.* and *W.* and in every or in any of them in the said County of *L.* and the Free Chase and the Free Warren in *B. B. M. E.* alias *E. E. B.* and *K.* in the said County of *L.* and all that Park of and in *B.* in the said County of *L.* and the Site of the late dissolved Monastery of *C.* with the Rights, Members and Appurtenances thereof, in the said County of *L.* and all those the Manors of *B. E. S. W. S. W.* alias *Le W. C. C. F.* and *C. K. C. R. B.* and *K.* with their and every of their Rights, Members and Appurtenances whatsoever in the said County of *L.* and all those the Manors of *B.* alias *B. P.* alias *P.* and *H.* with their and every of their Rights, Members and Appurtenances in the said County of *L.* and the Rectories impropriate of *P.* alias *P.* and *B.* alias *B.* aforesaid, with their and every of their Appurtenances; and also the Advowsons of the Vicarages of *P.* alias *P.* *B.* alias *B.* and *H.* aforesaid, and every of them, and all and every other the Manors, Messuages, Lands, Tenements, Rectories, Tithes, Advowsons and Hereditaments whatsoever, situate, lying or being, or arising, or to be had or taken within the Parishes, Precincts or Territories of *B. E. S. W. S. W.* alias *Le W. C. C. F. C. K. C. R. B. K. B.* alias *B. P.* alias *P.* and *H.* aforesaid, or any of them in the said County of *L.* whereof or wherein the said *J.* late Duke of *R.* and *J.* now Duke of *R.* or either of them, had any Estate of Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy, and all that the Manor or Lordship of *S.* alias *S.* in the said County of *L.* with its Rights, Members and Appurtenances, and all that Capital Messuage and Grange, and Land, Tenements and Hereditaments thereunto belonging, or therewith used, letten or enjoyed, called or known by the Name of *S.* alias *S. Grange*, with the Appurtenances in the said County of *L.* and also the Rectories of *S. C.* and *C. K.* aforesaid, and the Advowsons of the Churches of *K. B. R. W.* super *W.* alias *Le W.* and *S. C.* in the said County of *L.* and also the Advowsons of the Vicarages of the Churches of *S. S.* and *C. K.* aforesaid, in the said County of *L.* with the Appurtenances; and also all that the Manor of *B.* with the Rights, Members and Appurtenances thereof in the said County of *L.* thentofore Parcel of the Possessions of the Right

Honourable

Honourable *E.* late Earl of *R.* and all the Manor of *B.* late *H.* with the Rights, Members and Appurtenances thereof in the said County of *L.* and all those the Manors of *R. S. N. M.* and *A.* with their and every of their Rights, Members and Appurtenances in the said County of *L.* And all those the Rectories or Parsonages impropriate of *N. alias N.* and *S. alias S.* and the Tithes, Glebe-Lands, and other Appurtenances thereunto belonging in the said County of *L.* and the Advowsons and Rights of Patronage of, in, and unto the Parish Churches of *B.* and *A.* with their Appurtenances in the said County of *L.* and all and other the Manors, Messuages, Rectories, Tithes, Rents, Lands, Tenements and Hereditaments whatsoever, whereof or wherein the said *J.* late Duke of *R.* and *J.* now Duke of *R.* or either of them, then had any Estate of Freehold or Inheritance in Possession, Remainder or Reversion, situate, lying and being within the Towns, Parishes, Fields, Precincts or Territories of *B. R. S. M. N. alias N. A. B. alias B. N. E. S. alias S. T. C. B. S. W. S. K. B. alias K. B.* and *W.* and every or any of them, in the said County of *L.* and all that the Manor of *H. alias H.* with the Rights, Members and Appurtenances in the County of *D.* and all those the Tithes of Blade Corn, Grain and Hay, and all other Tithes, of what Nature, Kind, Quality or Degree soever, yearly coming, growing or arising, renewing or being within the Hamlet, Fields, Circuit or Territories of *H. alias H.* aforesaid, and all and singular other the Manors, Messuages, Rectories, Advowsons, Granges, Tithes, Rents, Lands, Tenements and Hereditaments whatsoever, whereof or wherein the said *J.* late Duke of *R.* and *J.* now Duke of *R.* or either of them, then had any Estate of Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy, situate, lying and being within the Towns, Parishes, Fields, Hamlets, Precincts or Territories of *H. A. and F.* and every or any of them in the said County of *D.* And also All those the Manors, Farms and Granges of *B. B. H. C. I. and S.* with their and every of their Rights, Members and Appurtenances in the said County of *D.* and the Advowson of the Vicarage of *I.* aforesaid, and all and singular other the Manors, Messuages, Rectories, Advowsons, Tithes, Rents, Lands, Tenements and Hereditaments whatsoever, situate, lying and being within the Towns, Parishes, Villages, Hamlets, Precincts or Territories of *B. B. H. C. F. C. I. and S.* and every or any of them in the said County of *D.* and in the County of *N.* or one of them, and whereof or wherein the said *J.* late Duke of *R.* and *J.* now Duke of *R.* or either of them, then had any Estate of Freehold or Inheritance in Possession, Remainder, Reversion or Expectancy; And all those the Manors, Granges and Farms of *N. H. B. alias B. R. M. R. P. D. M.* and *S. H.* House, *H. A. H.* and *T.* with their and every of their Rights, Members and Appurtenances in the said County of *D.* and all

Portions.

those the Tithes and Portions of Tithes of Corn, Hay and other Tithes whatsoever, of him the said *J.* late Duke of *R.* and *J.* now Duke of *R.* or either of them in *N. H. O. H. B. A. M. S. T. P.* and *R. M. R. P.* and *D.* and every or any of them, in the said County of *D.* and all those Lands and Tenements called *B. M.* and *D.* in the Parish of *B.* aforesaid, and all the Lands, Tenements and Hereditaments in *S.* or *A.* or either of them in the said County of *D.* formerly purchased of, *Ec. C. Esq.* and all those Messuages, Farms, Lands, Tenements and Hereditaments, situate in *O. H. B.* and *B.* or elsewhere in the Parish of *B.* in the said County of *D.* which were formerly purchased of, *G. S. Esq.* and all other the Manors, Messuages, Lands, Tenements and Hereditaments whatsoever, situate, lying and being in *N. H. O. H. B. A. M. S. T. P. R. M. B. J. B. M. S. H.* House, *H. A. S. H.* and *T.* in the said County of *D.* or any of them, whereof or wherein the said *J.* late Duke of *R.* and *J.* now Duke of *R.* or either of them, then had any Estate of Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy; **And also** All those the Manors of *G.* and *S.* in the County of *N.* and all and every the Messuages, Lands, Tenements, Demesnes and Hereditaments whatsoever to the same Manors or either of them belonging, or accepted, reputed or taken as Part, Parcel or Member of them, or any of them, and all and every other the Manors, Rectories, Messuages, Lands, Tenements, Tithes and Hereditaments whatsoever, whereof or wherein the said *J.* late Duke of *R.* and *J.* now Duke of *R.* or either of them, had any Estate of Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy, situate, lying or being or arising, or to be had or taken within the Towns, Parishes, Hamlets, Precincts or Territories of *G.* and *S.* aforesaid, or either of them, in the said County of *N.* **And also** All those the Manors or Lordships of *P.* *alias P. O. P. N. P.* and *N. P.* in the County of *W.* with their or every of their Appurtenances, and also all those the Rectories or Parsonages impropriate and Tithes of *O. P.* and *N. P.* aforesaid, with their and every of their Appurtenances, and also all and every other the Manors, Lordships, Messuages, Farms, Lands, Tenements, Rectories, Parsonages, Tithes and Hereditaments whatsoever, whereof or wherein the said *J.* late Duke of *R.* and *J.* now Duke of *R.* or either of them, or any other Person or Persons in Trust for them or either of them, then had any Estate of Freehold or Inheritance either in Possession, Reversion, Remainder or Expectancy, situate, lying or being, or to be had or taken in or within the Towns, Parishes, Hamlets, Places, Precincts or Territories of *P. alias P. O. P. N. P.* and *N. P.* aforesaid, or any of them, in the said County of *W.* and all and every the Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Yards, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Commons and Common of Pasture, Mines, Quarries, Mill-Stones, Courts, Courts-Leet,

Leet, Courts Baron, Perquisites and Profits of Courts, Goods and Chattels of Felons and Fugitives, Waifs, Estrays, Rents, Reversions, Services, Royalties, Jurisdictions, Immunities, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Honours, Manors, Lordships, Rectories, Advowsons, Granges, Messuages, Farms, Lands, Tenements, Hereditaments and Premises, or any of them belonging or in any wise appertaining, or with them or any of them used, occupied or enjoyed, or accepted, reputed or taken as Part, Parcel or Member of them or any of them; (Except all those the said Manors or Lordships and Granges of *H. alias H. H. C. S. and T.* with their and every of their Rights, Members and Appurtenances, and all those the Tithes and Portions of Tithes of Corn, Grain and Hay in *O. A. S. B. A. M. S. T. P. and R. M.* aforesaid, and in every or any of them, and all and every the Messuages, Houses, Farms, Cottages, Lands, Tenements, Orchards, Gardens, Meadows, Pastures, Feedings, Woods, Underwoods, Coppices, Tithes, Glebe-Lands and other Hereditaments, situate, lying, being or arising within the Towns, Parishes, Precincts, Hamlets, Places or Territories of *H. alias H. H. C. S. L. H. F. and A.* or within the Manor of *T.* aforesaid, therein mentioned to have been lately purchased of *J. B.* Gent. deceased, and in every or any of them in the said County of *D.* Parcel of the said Manors and Hereditaments herein before mentioned, which are thereby limited in Use to the said *J.* late Earl of *R.* deceased, for his Life, Remainder to the said *J.* Lord *L.* now Duke of *R.* and his Heirs; And also except the Hospital called or known by the Name of *B.* Hospital in *B.* aforesaid, and all and every the said Lands, Tenements and Hereditaments belonging or appertaining to the said Hospital, situate, lying and being in *B.* and *M.* aforesaid, or in either of them, whereof no use is therein or thereby limited;) In Consideration of a Marriage then intended, and soon after solemnized between the said *J.* Lord *R.* (now Duke of *R.*) and *K. R.* and other Considerations in the said Indenture Quinquartite of Release mentioned, **Are and stand limited,** (among other Lands and Hereditaments therein mentioned) after the Decease of the said *J.* late Duke of *R.* deceased, **To the Use** of the said *J.* now Duke of *R.* for the Term of ninety-nine Years, if he shall so long live, without Impeachment of Waste; Remainder to the said *C. B.* and *P. B.* and their Heirs, during the Life of the said *J.* now Duke of *R.* In Trust to preserve the contingent Remainders, and after the Decease of the said *J.* now Duke of *R.* then as to Part of the same Premises, to the Use of the said *K. R.* late Duchess of *R.* (since also deceased) for her Life for her Jointure; And as to other Part of the said Premises so limited to the said *J.* now Duke of *R.* for his Life as aforesaid, **To the Use** of the said *Sir S. C. J. C.* and *H. C.* their Executors, Administrators and Assigns, for the Term

Except several Manors, &c.

Consideration of Marriage.

Recital of the Uses in the said Release.

Portions.

Term of four Hundred Years, In Trust for raising Portions for the Daughters, and Annuities for the younger Sons of the said J. now Duke of R. by the said Lady K. in case of an elder Son, and Maintenance for them respectively in such Manner as is therein declared, and as to all and singular the said Honours, Manors, Lordships, Castles, Capital Messuages, Lands, Tenements and Hereditaments therein before mentioned to be limited in Use to the said J. now Duke of R. for his Life (subject nevertheless to, and chargeable with the Jointure Estate of the said K. late Dutches of R. and the Trusts declared of the said Term of four Hundred Years) immediately from and after the Determination of the several Estates in and by the said recited Indenture Quinquartite thereof respectively limited and declared, and as the same should respectively end and determine, **To the Use** of the first, second, third, and all and every other Son and Sons of the said J. now Duke of R. by the said K. late Dutches of R. in Tail male; Remainder as to all the said Manors, Lordships, Messuages, Farms, Lands, Tenements and Hereditaments thereby limited for the said Term of four Hundred Years to the said W. Lord C. (now Duke of D.) and J. R. their Executors, Administrators and Assigns, for the Term of five Hundred Years without Impeachment of Waste, in Trust for raising Portions for the Daughters of the said J. now Duke of R. by the said K. late Dutches of R. in case of Failure of Issue male of the said now Duke of R. by her, with Maintenance for such Daughters, as in the said Indenture Quinquartite in that Behalf is mentioned; Remainder as to all and singular the said Honours, Manors, Castles, Lordships, Messuages, Lands, Tenements, Tithes, Hereditaments and Premises herein before mentioned to have been limited in Use to the said J. now Duke of R. for his Life as aforesaid, immediately after the Determination of the respective Uses and Estates in and by the said recited Indenture Quinquartite thereof limited, and as the same should respectively end and determine, to the Use of such Person and Persons, and for such Estate and Estates, Uses, Intents and Purposes, and subject to such Limitations, Declarations, Trusts, Provisoes and Agreements, and in such Manner and Form, as the said J. late Earl of R. by any Deed or Deeds to be by him sealed and delivered in the Presence of three or more credible Witnesses, or by his last Will and Testament in Writing testified as aforesaid, should from time to time limit, declare, direct or appoint, and for want of such Declaration, Limitation, Direction or Appointment, **To the Use** of the first, second, third, and all and every other the Son and Sons of the said J. now Duke of R. by any other Woman which he should happen to marry after the Decease of the said K. late Dutches of R. deceased, in Tail male successively, Remainder to the Honourable T. B. M. second Son of

of the said *J.* late Duke of *R.* by the said *K.* Dutcheſs Dowager of *R.* his Wife, for and during the Life of the said *T. B. M.* without Impeachment of Waite; Remainder to the said *C. B.* and *P. B.* and their Heirs, during the Life of the said *T. B. M.* in Trust to preſerve the contingent Remainders; Remainder to the firſt, ſecond, third, and all and every other Son and Sons of the said *T. B. M.* in Tail male ſucceſſively; Remainder to the said *J.* late Duke of *R.* his Heirs and Aſſigns for ever, with a Power in the ſaid Indenture Quinquartite of Release contain'd; for him the said *J.* now Duke of *R.* in caſe he ſhould happen to ſurvive the said *K.* late Dutcheſs of *R.* his Wife, ſince deceaſed, by Indenture under his Hand and Seal, ſigned and ſealed by him in the Preſence of two or more credible Witneſſes, to aſſign, limit and appoint all or any Part or Parts of the ſaid Manors, Lordſhips, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premifſes thereby limited to the Uſe of the said *K.* late Dutcheſs of *R.* deceaſed, for her Life for her Jointure, not exceeding the yearly Value of fifteen Hundred Pounds, to any Woman or Women which the said *J.* now Duke of *R.* ſhould afterwards marry, for the Life or Lives of ſuch Woman or Women ſucceſſively for her or their Jointures.

And whereas by Indenture Tripartite, bearing Date the, *6c.* Day of, *6c.* in the Year of our Lord, *6c.* made or mentioned to be made between the said *J.* late Duke of *R.* deceaſed (by the Name of the Right Honourable *J.* Earl of *R.* Lord *R.* of *H. T. B.* and Lord *M.* of *H.*) and the said *J.* now Duke of *R.* (by the Name of the Right Honourable *J.* commonly called *J. M.* Lord *R.* the eldeſt Son of the ſaid Earl of *R.* by the Right Honourable *K.* Counteſs of *R.* his now Wife) of the firſt Part, *J. L.* of the *Middle Temple, London,* Gent. and *T. B.* of *Clements-Inn* in the County of *M.* Gent. of the ſecond Part, and *W. E.* of *H.* in the County of *D.* Eſq; and *H. B.* of *D.* in the ſaid County of *D.* Eſq; of the third Part, and other Aſſurances in the Law, All thoſe the Manors, Farms and Granges of *B. B. C.* and *S.* with their and every of their Rights, Members and Appurtenances in the ſaid County of *D.* And all and ſingular other the Manors, Meſſuages, Rectories, Advowſons, Tithes, Rents, Lands, Tenements and Hereditaments whatſoever, ſituate, lying and being within the Towns, Pariſhes, Fields, Villages, Hamlets, Precincts or Territories of *B. B. C. F. C.* and *S.* and in every or any of them in the ſaid County of *D.* whereof or wherein the said *J.* late Duke of *R.* and *J.* now Duke of *R.* or either of them, then had any Manner of Eſtate of Freehold or Inheritance in Poſſeſſion, Remainder or Reverſion; And all thoſe the Manors, Granges and Farms of *N. H. B. alias B. R. M. M. S. H.* Houſe, *H. A.* and *H.* with their and every of their Rights, Members and Appurtenances in the ſaid County of *D.* And all thoſe the Tithes and Portions of Tithes of Corn, Hay and

Recital of an Indenture Tripartite.

The Premifſes.

other Tithes whatsoever of them the said *J.* late Duke of *R.* and *J.* now Duke of *R.* or either of them in *N. H. O. H. B. A. M. S. T. P.* and *R. M.* and in every or any of them in the said County of *D.* And all those Lands, Tenements and Hereditaments in *S.* and *A.* or in either of them in the said County of *D.* which were thentofore purchased by *J. M.* Esq; Great Grandfather of the said *J.* late Duke of *R.* of and from, &c. Esq; And all those Lands and Tenements called *B. M.* and *D.* in the Parish of *B.* aforesaid; And all those Messuages, Farms, Lands, Tenements and Hereditaments, situate and being in *O. H. B.* and *B.* or elsewhere in the Parish of *B.* in the said County of *D.* and which were thentofore purchased of *G. S.* Esq; And all that Capital Messuage or Tenement, situate, and being in *L. H.* in the Parish of *J. alias J.* in the said County of *D.* And all those fourteen Oxgangs of Land, Meadow and Pasture, with their Appurtenances in *L. H.* aforesaid, within the said Parish of *J. alias J.* aforesaid, to the said Capital Messuage or Tenement belonging or in any wise appertaining, or therewith then or thentofore used or occupied; And all that the Manor or reputed Manor of *L.* with all and singular the Rights, Members and Appurtenances thereof in the said County of *L.* And all that the Capital Messuage or Mansion-house, Parcel of the said Manor or reputed Manor of *L.* with the Appurtenances thereof, and all and singular Messuages, Cottages, Lands, Meadows, Pastures, Tenements and Hereditaments whatsoever, Parcel of or belonging to the said Manor or reputed Manor of *L.* or accepted, reputed or taken as Part or Parcel thereof, or belonging to the same or to any Part thereof; And all that the Manor or reputed Manor or Lordship of *K.* in the said County of *L.* with the Rights, Members and Appurtenances thereof; And all that Capital Messuage and Site of the Manor and Lordship of *K.* with the Appurtenances thereof in *K.* aforesaid, thentofore in the Tenure or Occupation of *R. T.* Esq; his Assignee or Assigns; And all that the Advowson, Donation, free Disposition, Right of Patronage and Presentation, of, in and unto the Parish-Church of *K.* aforesaid; And all and singular other the Messuages, Closes, Lands, Tenements and Hereditaments whatsoever, situate, lying and being in *K.* aforesaid, which were thentofore the Lands, Tenements and Hereditaments of Sir *W. T.* Knt. deceased, late Father of the said *R. T.* and which were purchased by Dame *G. M.* Grandmother of the said *J.* late Duke of *R.* of and from the said *R. T.* And all that the Manor or reputed Manor of *P.* and the Rectory impropriate of *P.* with all and singular the Rights, Members and Appurtenances of them and either of them in the County of *R.* together with the Advowson of the Vicarage of the Church of *P.* aforesaid, and all and singular Messuages, Cottages, Lands, Meadows, Pastures, Tenements, Tithes and Hereditaments whatsoever, Parcel of or belonging to the said Manor

or reputed Manor and Rectory of *P.* aforesaid, or to either of them, or accepted, reputed or taken as Part or Parcel of or belonging to the same or any Part thereof; and all and singular the other Manors, Messuages, Rectories, Advowsons, Tithes, Lands, Tenements and Hereditaments whatsoever, situate, lying and being in *P. L. K. L. H.* and *J. alias J.* aforesaid, and in every or any of them, which at any Time thentofore were the Manors, Messuages, Rectories, Advowsons, Tithes, Lands, Tenements and Hereditaments of the said Dame *G. M.* and whereof and wherein the said *J.* late Duke of *R.* and *J.* now Duke of *R.* or either of them, then had any Manner of Estate of Freehold or Inheritance in Possession, Remainder or in Reversion; And all and singular Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Yards, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Commons and Common of Pasture, Mines, Quarries, Millstone Quarries, Courts-Leet, Courts-Baron, Perquisites and Profits and Courts, Goods and Chattels of Felons and Fugitives, Waifs, Estrays, Rents, Reversions, Services, Royalties, Franchises, Jurisdictions, Immunities, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said several Manors, Rectories, Advowsons, Granges, Lands, Tenements, Hereditaments and Premisses, and to every or any of them belonging or in any wise appertaining, or therewith used, occupied or enjoyed, and the Reversion and Reversions, Remainder and Remainders yearly, and other the Rents, Revenues, Issues and Profits of all and singular the said Manors and Premisses, and of every Part and Parcel thereof, (Except all those the Manors, Farms and Granges of *C.* and *S.* with their and every of their Rights, Members and Appurtenances, and all those the Tithes and Portions of Tithes of Corn, Grain and Hay in *O. H. B. A. M. S. T. P.* and *R. M.* aforesaid, and in every or any of them, and all and every the Messuages, Houses, Farms, Cottages, Lands, Tenements, Orchards, Gardens, Meadows, Pastures, Feedings, Woods, Under-Woods, Coppices, Tithes, Glebe-Lands and other Hereditaments whatsoever, situate, lying or being or arising in or within the Towns, Parishes, Precincts, Hamlets, Places or Territories of *C.* and *S.* aforesaid, or in either of them in the said County of *D.* Parcel of the said Manors and Hereditaments herein before mentioned and comprized in the said Indenture Tripartite, and which are thereby limited in the Use to the said *J.* late Earl of *R.* deceased, for his Life, Remainder to the said *J.* Lord *R.* now Duke of *R.* and his Heirs)

Exception of several Manors, &c.

In Consideration of the said Marriage between the said *J.* now Duke of *R.* and *K.* late Dutches of *R.* deceased, and other Considerations in the said Indenture Tripartite mentioned, are and stand limited after the Decease of the said *J.* late Duke of *R.* deceased, To the Use of the said *J.* now Duke of *R.* for a

Consideration of Marriage.

The Uses and Term Remainders.

Term of ninety-nine Years, if she shall so long live, without Impeachment of Waste; Remainder to the said *W. E.* and *H. B.* and their Heirs, during the Life of the said last mentioned Duke, in Trust to preserve the contingent Remainders; Remainder to the said *J. M.* Esq; now Marquis of *G.* first and eldest Son of the said *J.* now Duke of *R.* by the said *K.* late Dutches of *R.* deceased, in Tail male; Remainder to the second, third, and all and every other the Son and Sons of the said *J.* now Duke of *R.* by the said *K.* late Dutches of *R.* deceased, successively in Tail male; Remainder to such Person and Persons, and for such Estate and Estates, Uses, Intents and Purposes, and subject unto such Limitations, Declarations, Trusts, Provisoos and Agreements, as the said *J.* late Duke of *R.* by any Deed or Deeds to be by him sealed and delivered in the Presence of three or more credible Witnesses, or by his last Will and Testament in Writing, published and declared in the Presence of three or more credible Witnesses, should from Time to Time limit, declare, direct or appoint; and in Default of such Limitation, Declaration, Direction or Appointment, to the first, second, third, and all and every other the Son and Sons of the said *J.* now Duke of *R.* on the Body of any other Woman he should happen to marry after the Decease of the said *K.* late Dutches or *R.* deceased, in Tail male; Remainder to the said *T. B. M.* for the Term of ninety-nine Years, if he should so long live, without Impeachment of Waste; Remainder to the said *W. E.* and *H. B.* and their Heirs, during the Life of the said *T. B. M.* In Trust to preserve the contingent Remainders; Remainder to the first, second, third, and all and every other the Son and Sons of the said *T. B. M.* successively in Tail male; Remainder to the said *J.* late Duke of *R.* his Heirs and Assigns for ever.

Recital of an Indenture of Release.

And whereas by Indenture of Release, bearing Date the, *6c.* Day of, *6c.* in the Year of our Lord, *6c.* made or mentioned to be made between the said *J.* late Duke of *R.* since deceased, (by the Name of the Right Honourable *J.* Earl of *R.* Lord *R.* of *H. T.* and *B.* and Lord *M.* of *H.*) of the one Part, and the Right Honourable *J. L. G.* late Lord *G.* deceased, (by the Name of Sir *J. L. G.* of *T.* in the County of *S.* Bart.) Sir *W. L.* late of *C.* in the County of *K.* Knt. and Bart. since deceased, *R. L.* the Elder, of *S.* in the County of *L.* Esq; since deceased, and the said *T. B.* (by the Name of *T. B.* of *B.* in the county of *D.* Gent.) of the other Part, and other Assurances in the Law, All those the Manors of *R. B. T. B. S.* and *S.* in the County of *T.* with their and every of their Rights, Members and Appurtenances whatsoever; and all that Capital Messuage or Mansionhouse, called or known by the Name of *B. H.* in the said County of *T.* with all Lands, Tenements and Hereditaments thereunto belonging; and all that the Rectory of *H.* in the said County of *T.* with the Rights, Members and Appurtenances thereof,

thereof, and all and singular other the Manors, Messuages, Rectories, Advowsons, Granges, Tithes, Lands, Tenements and Hereditaments whatsoever, whereof or wherein the said *J.* late Duke of *R.* then had any Manner of Estate of Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy, situate, lying or being, or arising in or within the Towns, Parishes, Hamlets, Fields, Precincts or Territories of *B. S. S. H. B. F. R.* and *S.* or in every or any of them in the said County of *T.* and all and singular the Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Yards, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Commons and Common of Pasture, Mines, Quarries, Mill-stones, Courts, Courts-Leet, Courts-Baron, Perquisites and Profits of Courts, Goods and Chattels of Felons and Fugitives, Waifs, Estrays, Rents, Reversions, Services, Royalties, Franchises, Jurisdictions, Immunities, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever to the said Manors, Rectories, Advowsons, Granges, Messuages, Tithes, Lands, Tenements, Hereditaments and Premises, or any of them belonging, or in any wise appertaining, or with them, or any of them, used, occupied or enjoyed, or accepted, reputed, taken, or known as Part, Parcel or Member of them, or any of them, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and every the said Manors, Hereditaments and Premises; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, of him the said *J.* late Duke of *R.* of, in, to or out of the said Manors, Rectories, Advowsons, Messuages, Lands, Tenements, Tithes, Hereditaments and Premises, or any of them, or any Part thereof, for the Considerations in the said last mentioned Indenture of Release mentioned, are and stand limited after the Decease of the said *J.* late Duke of *R.* and the said *T. B. M.* his Son; and in case of Failure of Issue Male of the Body of the said *T. B. M.* and after the Determination of a Term of five hundred Years therein limited, upon several Trusts now determined, To the Use of the said *J.* now Duke of *R.* for Life, without Impeachment of Waste; Remainder to the said Sir *J. L. G.* Sir *W. L. R. L.* and *T. B.* and their Heirs, during the Life of the said *J.* now Duke of *R.* in Trust to preserve the contingent Remainders; Remainder to the said *J. M.* now Marquis of *G.* in Tail Male; Remainder to the second, third, and all and every other the Son and Sons of the said *J.* now Duke of *R.* in Tail Male; Remainder to all and every other the Son and Sons of the said *J.* late Duke of *R.* deceased, in Tail Male; Remainder to all and every the Daughter and Daughters of the said *J.* now Duke of *R.* and the Heirs of their several and respective Bodies; Remainder to the Right Honourable *K.* Lady Dowager *G.* eldest Daughter of the said *J.* late Duke of *R.* deceased, by the said *K.* Dutches Dowager of *R.* the Right Honourable the Lady

Recital of the Uses.

Subject to a Power
of Revocation.

D. M. youngest Daughter of the said late Duke of *R.* by the said Dutches Dowager of *R.* and now Countess of *G.* and all and every the Daughter and Daughters of the said *J.* late Duke of *R.* thereafter lawfully to be begotten, to take as Tenants in common, and not as joint Tenants, and the several and respective Heirs of the Body and Bodies of the said *K.* Lady *G. D.* Countess of *G.* and all other the Daughters of the said late Duke *R.* thereafter to be begotten lawfully issuing; Remainder to *R. M.* of *M. H.* in the County of *N.* Esq; in Tail Male; Remainder to the said *J.* now Duke of *R.* his Heirs and Assigns for ever; Subject nevertheless to a Power in the said last recited Indenture of Release contained, for him the said *J.* late Duke of *R.* deceased, at any Time during his Life, by any Writing under his Hand and Seal to revoke all the Uses, Trusts and Estates thereby limited and declared, and by the same, or any other Writing under his Hand and Seal, to limit and declare new or other Uses, Estates or Trusts thereof, as to him should seem meet, as in and by the said several recited Indentures, Relation being thereunto respectively had, may more fully appear.

And whereas the said *T. B. M.* died in the Life-time of the said *J.* late Duke of *R.* without Issue of his Body, and the said *J.* late Duke of *R.* died in the Month of, &c. in the Year of our Lord, &c. having made no Limitation, Declaration or Revocation of Uses, according to the several Powers in and by the said recited Indentures to him respectively reserved or given, and left Issue of his Body by the said *K.* now Dutches Dowager of *R.* the said *J.* now Duke of *R.* the said *K.* Lady *G.* and the said *D.* Countess of *G.* and the said *K.* late Dutches of *R.* former Wife of the said *J.* now Duke of *R.* died in or about the Month of, &c. and there is Issue of the said now Duke by her now living, the said *J.* Marquis of *G.* aged above twenty Years, and under the Age of one and twenty Years, the Right Honourable *W. M.* Esq; commonly called Lord *W. M.* the Right Honourable *T. M.* Esq; commonly called Lord *T. M.* and the Lady *K. M.* the Lady *R. M.* the Lady *F. M.* and the Lady *E. M.* Whereby, And by Means whereof, the said *J.* now Duke of *R.* is, according to the Purport and Tenour of the several Settlements in the said several recited Indentures comprised, seised and possessed of and in all and singular the Honours, Manors, Castles, capital Messuages, Messuages, Lands, Tenements and Hereditaments in the same recited Indentures mentioned and contained (except such of the said Premises as are herein before particularly mentioned to be excepted thereout) to himself for Life, or for some Term or Terms for Years determinable on his Death, with Remainder to Trustees, and their Heirs, during his Life, to preserve contingent Remainders; Remainder to the said *J.* Lord Marquis of *G.* in Tail Male, with such other Remainders over, as in the said several recited Indentures are thereof respectively

specifically limited; but Part of the said Manors, Lands, Tenements and Hereditaments, of the yearly Value of two thousand five hundred Pounds, or thereabouts, were by the said J. Duke of R. deceased, limited and settled to and for the Use of the said K. now Dutches Dowager of R. for her Life, for her Jointure. And the said J. now Duke of R. did, in Pursuance of the said Power to him reserved, in and by the said recited Indenture Quinquupartite of Release, assign, limit and appoint other Part of the said Manors, Lands and Premises, whereof he is now possessed or seised for his Life, as aforesaid, of the yearly Value of one thousand five hundred Pounds, to and for the Use of the most Noble L. now Dutches of R. his Wife, for her Life for her Jointure, in case she shall happen to survive him; and the said Parts of the said Manors, Lands, Tenements and Hereditaments, are still charged with, or liable to the said Jointure-Estates of the said K. Dutches Dowager of R. and L. the present Dutches of R.

And whereas a Marriage is intended shortly to be had and solemnized between the said J. M. Esq; commonly called J. Marquis of G. and the said B. S. and it is agreed by and on the Part and Behalf of the said J. now Duke of R. and the said J. M. Esq; Marquis of G. his Son, that the said several Honours, Manors, Castles, capital Messuages, Lands, Tenements and Hereditaments, whereof the said J. now Duke of R. is herein before mentioned to be seised or possessed for Life, or for a Term or Terms for Years determinable on his Death, with the usual Provision for preserving contingent Remainders, and after with Remainder to the said Marquis of G. in Tail Male, shall in Consideration of the said intended Marriage, and of the Estate and Fortune of the said B. S. herein after specified, and for making a Provision for the said B. S. and her Issue, by the said Lord Marquis of G. suitable to her Fortune and Quality, be settled, conveyed and assured to the Uses, upon the Trusts, and subject to the Provisoes, Limitations and Agreements hereby limited and declared thereof. But the said Lord Marquis of G. being under the Age of one and twenty Years, such Settlement or Conveyance cannot be made according to the common Course of the Laws of this Kingdom; so that an Act of Parliament is absolutely necessary to make the said Marriage-Agreement effectual.

Wherefore your Majesty's most dutiful Subjects, the said J. Duke of R. and the said J. M. Esq; commonly call'd Lord Marquis of G. most humbly beseech your most excellent Majesty, that it may be enacted, And be it enacted by the King's most excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons in this present Parliament assembled, and by the Authority of the same, that from and after the Solemnization of the said intended Marriage, all and every the said Honours, Manors, Castles, capital Messuages, Messuages,

Clause for vesting
all the Premises in
Trustees.

The Uses.

suages, Lands, Tenements, Rectories, Advowsons, Hereditaments and Premises, herein before mentioned to be limited to the said *J.* now Duke of *R.* for his Life, or for Years determinable on his Death, with the usual Provision to preserve contingent Remainders; Remainder to the said *J.* Marquis of *G.* in Tail Male, as eldest Son of the said *J.* now Duke of *R.* with their and every of their Rights, Members and Appurtenances, shall be vested and settled, and are hereby vested and settled in and upon, &c. and their Heirs, (subject nevertheless to the several Estates for Life, of the said *K.* Dutchess Dowager of *R.* and *L.* Dutchess of *R.* the Wife of the said *J.* now Duke of *R.* therein and herein before mentioned to be thereof limited to them respectively as aforesaid for their respective Jointures; and subject to the said Term of four hundred Years in the first recited Indenture Quinquapartite of Release mention'd, and to the Trusts thereof declar'd for the raising of Portions and Maintenances for the Daughters, and Annuities for the younger Sons of the said *J.* now Duke of *R.* by the said *K.* late Dutchess of *R.* deceased) and the said, &c. and their Heirs (subject as aforesaid) shall stand and be seised of all and singular the said Premises, **To** the several Uses, Intents and Purposes, and under and subject to the several Provisoos, Limitations and Agreements herein after mentioned, expressed and declared; that is to say, **As** to, for and concerning all those the Manors of *R. B. T. B. S.* and *S.* with their and every of their Rights, Members and Appurtenances in the said County of *T.* and the Capital Messuage called *B. H.* with all the Lands, Tenements and Hereditaments thereunto belonging in the said County of *T.* and all that the Rectory of *H.* with the Rights, Members and Appurtenances thereof in the said County of *T.* **And** as to, for and concerning all other the Manors, Messuages, Rectories, Advowsons, Granges, Tithes, Lands, Tenements, Rents and Hereditaments whatsoever, whereof or wherein they the said *J.* now Duke of *R.* and *J.* Marquis of *G.* or either of them, now have or hath any Estate of Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy, situate, lying or being, or arising within the Towns, Parishes, Hamlets, Fields, Precincts or Territories of *R. B. T. B. S. S. H. B. F. R.* and *S.* and in every or any of them, or elsewhere in the said County of *T.* with all and singular Houses, Edifices, Buildings, Gardens, Orchards, Lands, Meadows, Pastures, Commons, Perquisites, Profits, Commodities and Advantages thereunto or to any of them belonging or in any wise appertaining, or therewith or with any of them used or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member of them, or any of them; **And** also as to, for and concerning all that the Manor of *L.* and the Capital Messuage or Mansion-house, Parcel of the said Manor of *L.* with their and every of their Rights, Members and Appurtenances in the said County of *L.* **And** all that the Manor of *K.* and the

the Capital Messuage and Site of the said Manor of *K.* and the Advowson of the Church of *K.* with their and every of their Rights, Members and Appurtenances in the said County of *L.* And also all that the Manor and Rectory of *P.* and the Advowson of the Vicarage of the Church of *P.* with their and every of their Rights, Members and Appurtenances in the said County of *R.* And all and singular the Messuages, Cottages, Lands, Meadows, Pastures, Tenements, Tithes, Rents and Hereditaments whatsoever, whereof or wherein they the said *J.* now Duke of *R.* and *J.* Marquis of *G.* or either of them, now have or hath any Estate of Freehold or Inheritance, situate, lying, being or arising within the Towns, Parishes, Fields, Precincts or Territories of *L.* *K.* and *P.* aforesaid, every or any of them, with their and every of their Rights, Members, and Appurtenances, To the Use of, &c. their Executors, Administrators and Assigns, from and after the Solemnization of the said intended Marriage, for and during and until the full End and Term of Ninety-nine Years fully to be compleat and ended, upon the Trusts, and to and for the Ends, Intents and Purposes, and with and under the Provisions and Agreements herein after-mentioned and declared of and concerning the same; that is to say, Upon Trust that the said, &c. and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and may, by and out of the Rents, Issues and Profits of the Manors, Lands, Tenements, Hereditaments and Premises, so limited to them for Ninety-nine Years, yearly and every Year during the joint Lives of the said *J.* Marquis of *G.* and *B. S.* his intended Wife, arise, levy, pay and dispose of the yearly Sum of five hundred Pounds of lawful Money of *Great Britain*, free and clear of and from all Taxes, Charges and Deductions whatsoever, to such Person and Persons, and for such Uses, Intents and Purposes, as the said *B. S.* alone, and without the said Marquis of *G.* her intended Husband, notwithstanding her Coverture, by any Writing or Writings under her Hand, shall from Time to Time direct and appoint: And to the Intent that the same yearly Sum of five hundred Pounds may be disposed of and applied to and for the sole, peculiar and separate Use and Benefit of the said *B. S.* and for her Apparel and Ornaments, or otherwise as she shall think fit, and may not be subject to the Control, Debts, Engagements, or intermeddling of the said *J.* Marquis of *G.* her intended Husband; the said yearly Sum of five hundred Pounds to be levied and paid Half-yearly at the two most usual Feasts in the Year; that is to say, the Feast of the Annunciation of the Blessed Virgin *Mary*, and the Feast of St. *Michael* the Archangel, by even and equal Portions; the first Payment thereof to be made on such of the said Feasts as shall first and next happen after the Solemnization of the said intended Marriage, and the Receipt or Receipts of the said *B. S.* alone, under her Hand, or of such Person or Persons as she shall so appoint to receive the

To the Use of the Trustees for Ninety-nine Years.

In Trust to pay 500*l.* yearly to the Wife, for her Apparel, &c.

Not subject to the Control of the Husband, and to be paid Half-yearly.

The Wife's Receipt to be a sufficient Discharge.

The Husband to receive the Residue of the Rents.

Proviso, that the Husband may receive all the Rents upon his Payment of the said yearly Sum of five hundred Pounds.

When all the Trusts are performed the said Term of ninety-nine Years to cease.

And after the Expiration of the said Term, to the Use of the Husband for his Life.

Then to the Trustees, in Trust to preserve the contingent Remainders.

And after the Decease of the Husband, to the Use of the Wife for Life, for her Jointure.

same, as aforesaid, shall notwithstanding her Coverture, from Time to Time, be a sufficient Discharge unto the said, &c. for so much as shall therein be acknowledged or expressed to be paid; And also upon Trust to permit the Residue of the said Rents, Issues and Profits of the Premises so limited to them for the said Term of ninety-nine Years, over and above the said five hundred Pounds *per Annum*, and Costs and Charges of the said Trustees upon account thereof, to be received by the said J. Marquis of G. and his Assigns, during the joint Lives of him and the said B. S. his intended Wife: **Provided** always, and it is hereby declared and enacted, That if the said J. Marquis of G. shall from Time to Time, during the joint Lives of him and the said B. S. his intended Wife, well and truly pay, or cause to be paid, unto the proper Hands of the said B. S. or by her Appointment, for her separate Use and Disposal, the said yearly Sum of five hundred Pounds, by half-yearly Payments, as aforesaid, it shall and may be lawful to and for the said Marquis of G. and his Assigns, in such case to receive and take to his and their own Use, during the joint Lives of him the said Marquis, and the said B. S. his intended Wife, the Rents, Issues and Profits of the same Premises so limited for the said Term of ninety-nine Years: **Provided** also, and it is hereby declared and enacted, that when all the Trusts of the said Term of ninety-nine Years be fully executed and performed, and all Arrears due or to grow due of the said annual Sum of five hundred Pounds shall be paid and satisfied, and the Costs and Charges of the Trustees relating thereunto shall be raised and discharged, then and from thenceforth the said Term of ninety-nine Years shall cease, determine and become void; And as to, for and concerning the said Manors, Capital Messuages, Lands, Tenements, Hereditaments and Premises herein before limited in use to the said, &c. their Executors, Administrators and Assigns for ninety-nine Years, from and after the End, Expiration or other sooner Determination of the same Term, and subject in the mean time thereunto, **To the Use and Behoof** of the said J. M. commonly called Marquis of G. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and from and after the Determination of that Estate, **To the Use and Behoof** of the said, &c. and their Heirs, during the Life of the said Marquis of G. In Trust to preserve the contingent Remainders thereof, herein after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall be or require; yet nevertheless to permit and suffer the said J. Marquis of G. to receive and take the Rents, Issues and Profits thereof during his Life, and immediately from and after the Decease of the said Marquis of G. **To the Use and Behoof** of the said B. S. and her Assigns for and during her natural Life for her Jointure, and in full Recompence, Satisfaction and

and Bar of all Dower, Title of Dower, and Thirds at the Common Law, which the said B. S. can, or at any Time hereafter may have or claim out of the Manors, Lands, Tenements and Hereditaments hereby limited to her for Life, or out of any other the Manors, Honours, Lands, Tenements or Hereditaments, whereof the said J. Marquis of G. now is or any Time hereafter during the Coverture between him and the said B. S. shall or may be seised of any Estate of Freehold or Inheritance, and immediately from after the Decease of the Survivor of them, the said J. Marquis of G. and B. S. To the Use and Behoof of, &c. their Executors Administrators and Assigns, for and during, and unto the full End and Term of sixty Years, without Impeachment of or for any Manner of Waste, Upon the Trusts and Subject to the Provisions and Agreements herein after-mentioned, expressed and declared of and concerning the same, and immediately from and after the Expiration, or other sooner Determination of the said Term of sixty Years, and subject therunto, To the Use and Behoof of the first Son of the said J. M. commonly called Marquis of G. on the Body of the said B. S. his intended Wife, lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and in Default of such Issue, To the Use and Behoof of the second Son of the said J. Marquis of G. on the Body of the said B. S. his intended Wife lawfully to be begotten, and the Heirs Male of the Body of such second Son lawfully issuing; and in Default of such Issue, To the Use and Behoof of the third Son of the said J. Marquis of G. on the Body of the said B. S. his intended Wife lawfully to be begotten, and the Heirs Male of the Body of such third Son lawfully issuing; and in Default of such Issue, To the Use and Behoof of the fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all and every other the Son and Sons of the said J. Marquis of G. on the Body of the said B. S. his intended Wife lawfully to be begotten, severally and successively in Remainder one after another, in Order and Course as they and every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; the Elder of such Son and Sons, and the Heirs Male of his Body issuing, being always preferred and to take before the Younger of them, and the Heirs Male of his and their Body and Bodies issuing; and in Default of such Issue, To the Use and Behoof of the said J. now Duke of R. for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and immediately from and after the Decease of the said J. now Duke of R. To the Use and Behoof of the said J. M. commonly called the Marquis of G. and the Heirs Male of his Body lawfully to be begotten; and in Default of such Issue, Then as to, for and concerning all those the Manors of R. B. T. B. S. and S. with their and every of their Rights,

And after the Decease of both Husband and Wife, to the Use of the Trustees for sixty Years.

And after the Expiration of the said Term, to the Use of the first, second, &c. Son and Sons, &c. in Tail Male.

In Default of such Issue, to the Use of the Father of the Husband for Life, then to to the Husband in Tail male; and in Default of such Issue,

Rights, Members and Appurtenances in the said County of *T.* and the Capital Messuage call'd *B. H.* with all the Lands, Tenements and Hereditaments thereunto belonging in the said County of *T.* and all other the Manors, Messuages, Rectories, Advowsons, Granges, Tithes, Lands, Tenements, Rents and Hereditaments whatsoever, whereof or wherein they the said *J.* now Duke of *R.* and *J.* Marquis of *G.* or either of them, now have or hath any Estate of Freehold or Inheritance, in Possession, Reversion, Remainder or Expectancy, situate, lying, being or arising within the Towns, Parishes, Hamlets, Fields, Precincts or Territories of *R. B. T. B. S. S. H. B. F. R.* and *S.* and in every or any of them, or elsewhere in the said County of *T.* with all and singular the Houses, Edifices, Buildings, Gardens, Orchards, Lands, Meadows, Pastures, Commons, Perquisites, Profits, Commodities and Advantages thereunto, or to any of them belonging, or in any wise appertaining, or therewith or with any of them used or enjoyed, or accepted, reputed, taken, or known, as Part, Parcel, or Member of them, or any of them, **To the Use and Behoof of the said *W. M.* Esq; commonly called Lord *W. M.* and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, To the Use and Behoof of the said *T. M.* Esq; commonly called Lord *T. M.* and the Heirs Male of the Body of the said *T. M.* lawfully issuing; and in Default of such Issue, To the Use and Behoof of the Right Honourable *S. M.* Esq; commonly called Lord *S. M.* eldest Son of the said *J.* now Duke of *R.* by the said *L.* now Dutchess of *R.* and the Heirs Male of the Body of the said *S. M.* lawfully issuing; and in Default of such Issue, To the Use and Behoof of the Right Honourable *G. M.* Esq; commonly called Lord *G. M.* second Son of the said *J.* now Duke of *R.* by the said *L.* now Dutchess of *R.* and the Heirs Male of the Body of the said *G. M.* lawfully issuing; and in Default of such Issue, To the Use and Behoof of the third, fourth, fifth, sixth, seventh, eighth, and all and every other the Son and Sons of the said *J.* now Duke of *R.* on the Body of the said *L.* Dutchess of *R.* his now Wife, begotten and to be begotten, either born in his Life-time or after his Decease, severally, successively, and in Remainder one after another, in Order and Course as they or every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; every Elder of such Son and Sons, and the Heirs Male of his and their Body and Bodies lawfully issuing, being always preferred, and to take before a younger of them and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, To the Use and Behoof of the first Son of the said *J.* now Duke of *R.* on the Body of any other Woman or Women he shall happen to marry after the Decease of the said *L.* Dutchess of *R.* his now Wife, lawfully to be begotten, and the Heirs Male of**

To the younger Brothers of the Husband in Tail male likewise.

And in Default of such Issue, to the Half-Brothers of the Husband by a second Venter; also in Tail male.

And in Default of such Issue, to the Use of any other Son of the Father, that he may have by any other Wife, in Tail male.

Portions.

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of the Body of such first Son lawfully issuing; and in Default of such issue, **To the Use and Behoof** of the second Son of the said **J.** now Duke of **R.** on the Body of any Woman or Women he shall happen to marry after the Decease of the said **L.** Dutchess of **R.** and the Heirs Male of the Body of such second Son lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of the third, fourth, fifth, sixth, seventh, eighth, and all and every other the Son and Sons of the said **J.** now Duke of **R.** on the Body of any Woman and Women which he shall happen to marry after the Decease of the said **L.** now Dutchess of **R.** lawfully to be begotten, either born in his Lifetime or after his Decease, severally, successively, and in Remainder one after another, in Order and Course as they and every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; the Elder of such Sons, and the Heirs Male of his Body issuing, being always preferred and to take before a Younger of the same Sons, and the Heirs Male of his Body issuing; and in Default of such Issue, **To the Use and Behoof** of the said Lady **K. M.** Lady **R. M.** Lady **F. M.** and Lady **E. M.** and Lady **C. M.** Daughters of the said now Duke, by the said **L.** Dutchess of **R.** his now Wife, and all and every other the Daughter and Daughters of the said **J.** now Duke of **R.** lawfully begotten or to be begotten, to take as Tenants in Common, and not as Joint Tenants, and of the several and respective Heirs of the several and respective Bodies of such Daughter and Daughters lawfully issuing; **And** if any of the same Daughters shall happen to die without Heirs of their respective Body or Bodies issuing, then the Share and Shares of such of them so dying without Heirs of her or their Body or Bodies, shall from time to time, as any of the said Daughters shall die without Heirs of her or their respective Body or Bodies issuing, go and remain to the Survivors and Survivor, and others and other of every such Daughters and Daughter, and the Heirs of their or her Bodies or Body, by way of Cross Remainders, till all and every of such Daughters and Daughter shall die without Heirs of their or any of their Bodies or Body issuing; and in Default of such Issue, **To the Use** of the said **K.** Lady **G.** and **D.** Countess of **G.** as Tenants in Common and not as Joint Tenants, and of the several and respective Heirs of the several and respective Bodies of the said **K.** Lady **G.** and **D.** Countess of **G.** lawfully issuing; **And** if either of them the said **K.** Lady **G.** and **D.** Countess of **G.** shall happen to die without any Issue of their Bodies, then the Part, Share and Proportion of her or them so dying, shall be to the Use of the Survivors and Survivor, and others and other of them, and of the Heirs of her and their Body and Bodies issuing; and in Default of such Issue, **To the Use** of the said **R. M.** of **M. H.** in the County of **N.** Esq; and of the Heirs male of his Body lawfully begotten

Remainder to the
Father in Fee-simple.

The like Limitations of other Parts of the Premises to the Brothers of the Husband.

begotten or to be begotten; and in Default of such Issue, **To the Use and Behoof** of the said *J.* now Duke of *R.* and of his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever; **And as to, for and concerning** all those the **Mansors of *L.* *K.* and *P.* and the Capital Messuages of *L.* and *K.* and the Advowsons of the Churches of *K.* and *P.* with their and every of their Rights, Members and Appurtenances, and all and singular Messuages, Cottages, Lands, Meadows, Pastures, Tenements, Tithes and Hereditaments whatsoever, whereof or wherein they the said *J.* now Duke of *R.* and *J.* Marquis of *G.* or either of them, now have or hath any Estate of Freehold or Inheritance, situate, lying, being or arising within the Towns, Parishes, Fields, Precincts or Territories of *L.* *K.* and *P.* aforesaid, every or any of them, with their and every of their Appurtenances, immediately from and after the Determination of the several Uses and Estates thereof, herein before respectively limited, and as the same shall respectively end and determine, **To the Use and Behoof** of the said *W. M.* Esq; commonly called Lord *W. M.* and the Heirs of his Body lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of the said *T. M.* Esq; commonly called Lord *T. M.* and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of the said *S. M.* Esq; commonly called Lord *S. M.* and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of the said *G. M.* Esq; commonly called Lord *G. M.* and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of the third, fourth, fifth, sixth, seventh, eighth, and all and every other the Son and Sons of the said *J.* now Duke of *R.* on the Body of the said *D.* Dutcheß of *R.* his now Wife, begotten and to be begotten, either born in his Life-time or after his Decease, severally, successively, and in Remainder one after another, in Order and Course as they and every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; every Elder of such Son and Sons, and the Heirs Male of his and their Body and Bodies issuing, being always preferred and to take before a younger of them and the Heirs Male of his Body issuing; and in Default of such Issue, **To the Use and Behoof** of the first Son of the said *J.* now Duke of *R.* on the Body of any Woman or Women he shall happen to marry after the Decease of the said *L.* Dutcheß of *R.* his now Wife, lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of the second Son of the said *J.* now Duke of *R.* on the Body of any Woman or Women he shall happen to marry after the Decease of the said *L.* Dutcheß of *R.* his now Wife, lawfully to be begotten, and**

and the Heirs Male of the Body of such second Son lawfully
issuing; and in Default of such Issue, **To the Use and Behoof**
of the third, fourth, fifth, sixth, seventh, eighth, and all and every
other the Son and Sons of the said J. now Duke of R. on the
Body of any other Woman or Women he shall happen to marry
after the Decease of the said L. Dutcheß of R. lawfully to be
begotten; either born in his Life-time or after his Decease, seve-
verally, successively, and in Remainder one after another, in Or-
der and Course as they and every of them shall be in Priority of
Birth, and of the several and respective Heirs Male of the Body
and Bodies of all and every such Son and Sons lawfully issuing;
every Elder of such Son and Sons, and the Heirs Male of his and
their Body and Bodies issuing, being always preferred and to
take before a younger of them, and the Heirs Male of his Body
issuing; and in Default of such Issue, **To the Use and Behoof of**
the right Heirs of the said J. late Duke of R. deceased for ever;
And as to, for and concerning all that the Honour, Castle
and Manor of B. and all and singular other the Honours, Manors,
Lordships, Castles, Capital Messuages, Lands, Tenements and
Hereditaments herein before recited or mentioned to be limited
in Use to the said J. now Duke of R. for Life, or for Ninety-nine
Years, determinable on his Death, with the usual Provision for
preserving contingent Remainders, with Remainder to the said
Lord G. in Tail Male, and whereof no Use is herein before li-
mited, immediately to take the Effect from and after the Solemniza-
tion of the said intended Marriage, **To the Use and Behoof of**
the said J. now Duke of R. and his Assigns, for and during his
Natural Life, without Impeachment of or for any Manner of
Waste, and from and after the Determination of that Estate,
To the Use of the said J. M. Esq; commonly called J. Marquis
of G. and his Assigns, for and during the Term of his Natural
Life, without Impeachment of or for any Manner of Waste,
and from and after the Determination of the respective Estates
for Life therein of them the said J. now Duke of R. and J.
Marquis of G. **To the Use of the said, &c.** and their Heirs,
during the Lives of them the said J. Duke of R. and J. Marquis
of G. and the Life of the Survivor of them, **In Trust** to sup-
port and preserve the contingent Remainders herein after limited
from being defeated or destroyed, and for that Purpose to make
Entries and bring Actions as Occasion shall be or require, yet
nevertheless to permit and suffer the said J. Duke of R. and J.
Marquis of G. to receive and take the Rents, Issues and Profits of
the same Premises, according to the Limitations hereby made to
them for their respective Lives as aforesaid; and immediately
from and after the Decease of the Survivor of them the said J.
Duke of R. and J. Marquis of G. **Then as to, for and concern-**
ing all those the Manors of S. W. S. W. alias L. W. S. C. K.
and B. and the Advowsons of the Churches of W. S. W. alias
L. W.

Remainder to the
right Heirs of the
Grandfather.

Limitation of
ther Part of the
Premises to the
Father for Life,

Then to the Hus-
band for Life,

Then to Trustees
to support the con-
tingent Remain-
ders,

But to permit
them to receive the
Rent, &c. during
their Lives.

L. W. S. C. K. and *B.* with their and every of their Rights, Members and Appurtenances in the said County of *L.* And all and every the Manors, Messuages, Lands, Tenements, Rectories, Tithes, Advowsons and Hereditaments whatsoever, situate, lying or being or arising within the Parishes, Precincts or Territories of *W. S. W. alias L. W. C. C. F.* and *S. C. K. C. R. B.* and *B.* or any of them in the said County of *L.* whereof or wherein the said *J.* now Duke of *R.* and *J.* Marquis of *G.* or either of them, have or hath any Estate of Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy; And also as to, for and concerning all that the Manor of *N. alias N.* and the Rectory or Parsonage impropriate of *N. alias N.* and the Tithes, Glebe-Lands and other Appurtenances thereunto respectively belonging in the said County of *L.* And all and every the Manors, Messuages, Lands, Tenements, Rectories, Tithes, Advowsons and Hereditaments whatsoever, situate, lying or being or arising within the Parishes, Precincts or Territories of *N. alias N.* in the said County of *L.* whereof or wherein the said *J.* now Duke of *R.* and *J.* Marquis of *G.* or either of them, have or hath any Estate of Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy; And also as to, for and concerning all that the Manor of *B.* with the Rights, Members and Appurtenances thereof in the said County of *D.* And all and every the Manors, Messuages, Farms, Granges, Lands, Tenements, Tithes and Hereditaments whatsoever, situate, lying or being or arising within the Parish, Precincts or Territories of *B.* aforesaid in the said County of *D.* whereof or wherein the said *J.* now Duke of *R.* and *J.* Marquis of *G.* or either of them, have or hath any Estate of Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy, To the Use and Behoof of, &c. their Executors, Administrators and Assigns, for and during and until the full End and Term of six hundred Years from thence next ensuing fully to be compleat and ended, without Impeachment of or for any manner of Waste, upon the Trusts and subject to the Provisoes and Agreements herein after expressed and declared of and concerning the same; and from and after the Expiration or other sooner Determination of the said Term of six hundred Years, Then as to, for and concerning as well the said Manors, Lands, Tenements, Advowsons, Tithes, Rents and Hereditaments so limited to them the said, &c. for the Term of six hundred Years, As also All and singular other the Honours, Manors, Castles, Messuages, Lands, Tenements, Rectories, Advowsons, Rents, Hereditaments and Premises herein before mentioned to be limited to the said *J.* now Duke of *R.* for Life, and whereof no Use is herein before limited to the said *B. S.* for her Life for her Jointure, immediately after the Determination of the several Uses thereof herein before limited, and as the same shall respectively

And after their
Decease to Trustees
for the Term of six
hundred Years.

ly end and determine, **To the Use and Behoof** of the first Son of the said *J. M.* Esq; commonly called *J. Marquis of G.* on the Body of the said *B. S.* his intended Wife, lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of the second Son of the said *J. Marquis of G.* on the Body of the said *B. S.* his intended Wife, to be begotten, and the Heirs Male of the Body of such second Son lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of the third Son of the said *J. Marquis of G.* on the Body of the said *B. S.* his intended Wife, to be begotten, and the Heirs Male of the Body of such third Son lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of the fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all and every other the Son and Sons of the said *J. Marquis of G.* on the Body of the said *B. S.* his intended Wife, to be begotten, either born in his Life-time or after his Decease, severally, successively, and in Remainder one after another, in Order and Course as they and every of them shall be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; every elder of such Sons, and the Heirs Male of his Body issuing, being always preferred and to take before a younger of them, and the Heirs Male of his Body issuing; and in Default of such Issue, **Then as to, for and concerning** all those the Manors, Messuages, Advowsons, Tithes, Lands, Tenements, Rents, Hereditaments and Premises herein before limited in Use to them the said, &c. for the said Term of six hundred Years, with their and every of their Rights, Members and Appurtenances, **To the Use of, &c.** their Executors, Administrators and Assigns, for and during and unto the full End and Term of one thousand Years from thence next ensuing fully to be compleat and ended, without Impeachment of or for any Manner of Waste, **Upon the Trusts,** and subject to the Provisoos and Agreements herein after mentioned, expressed and declared, of and concerning the same, and immediately from and after the Expiration or other sooner Determination of the said Term of one thousand Years, **Then as to, for and concerning** as well the said Manors, Lands, Tenements, Advowsons, Tithes and Hereditaments so limited to them the said, &c. for the said Term of one thousand Years, **As also** All and singular other the Honours, Manors, Castles, Messuages, Lands, Tenements, Rectories, Advowsons, Rents, Hereditaments and Premises herein before mentioned to be limited in Use to the said *J.* now Duke of *R.* for Life, and whereof no Use is herein before limited to the said *B. S.* for her Life for her Jointure, immediately after the Determination of the several Uses thereof herein before limited, and as the same shall respectively end and determine, **To the Use and Behoof** of the said *J. M.* Esq; commonly

In Trust for the first, second, &c. Son and Sons of the Husband in Tail Male.

The like Limitation of other of the Premises,

Provision for
Children which the
Father may have
by another Wife.

monly called J. Marquis of G. and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of the said W. M. Esq; commonly called Lord W. M. and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of T. M. Esq; commonly called Lord T. M. and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of the said S. M. Esq; commonly called Lord S. M. and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of the said G. M. Esq; commonly called Lord G. M. and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, **To the Use and Behoof** of the third, fourth, fifth, sixth, seventh, eighth, and all and every other the Son and Sons of the said J. now Duke of R. on the Body of the said L. Dutcheſs of R. his now Wife begotten and to be begotten, either born in his Life-time or after his Decease, severally, ſucceſſively, and in Remainder one after another, in Order and Courſe as they and every of them ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; every elder of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing, being always preferred and to take before a younger of them, and the Heirs Male of his Body iſſuing; and in Default of ſuch Issue, **To the Use and Behoof** of the firſt Son of the ſaid J. now Duke of R. on the Body of any Woman or Women he ſhall happen to marry after the Decease of the ſaid L. Dutcheſs of R. his now Wife, lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and in Default of ſuch Issue, **To the Use and Behoof** of the ſecond Son of the ſaid J. now Duke of R. on the Body of any Woman or Women he ſhall happen to marry after the Decease of the ſaid L. Dutcheſs of R. his now Wife, lawfully to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and in Default of ſuch Issue, **To the Use and Behoof** of the third Son of the ſaid J. now Duke of R. on the Body of any Woman or Women he ſhall happen to marry after the Decease of the ſaid L. Dutcheſs of R. his now Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch third Son lawfully iſſuing; and in Default of ſuch Issue, **To the Use and Behoof** of the fourth, fifth, ſixth, ſeventh, eighth, and all and every other the Son and Sons of the ſaid J. now Duke of R. on the Body of any Woman he ſhall happen to marry after the Decease of the ſaid L. Dutcheſs of R. his now Wife, lawfully to be begotten, either born in his Life-time or after his Decease, ſeverally, ſucceſſively, and in Remainder one after another, in Order and Courſe as they and every of them ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and

and Sons lawfully issuing; every Elder of such Son and Sons, and the Heirs Male of his Body issuing, being always preferred and to take before a younger of them, and the Heirs Male of his and their Body and Bodies issuing; and in Default of such Issue, **To the Use and Behoof** of the right Heirs of the said *J.* late Duke of *R.* for ever, and to and for no other Use, Intent or Purpose whatsoever; **And it is hereby declared and enacted,** That the said Manors, Lands, Hereditaments and Premises herein before limited in Use to them the said, &c. their Executors, Administrators and Assigns, for the said Term of six hundred Years, are and were so limited to them, upon the Trusts, and to the Intents and Purposes, and subject to the Provisoes herein after declared, that is to say, That in case the said *B. S.* shall happen to survive the said *J.* Marquis of *G.* her intended Husband, then the said, &c. their Executors, Administrators and Assigns, shall and do, within the Space of three Kalendar Months next after the Decease of the said *J.* Marquis of *G.* (subject nevertheless to the Estate for Life therein of the said *J.* now Duke of *R.*) by or out of the Rents and Profits of the Premises so limited to them for the said Term of six hundred Years, or by Sale or Mortgage thereof, or of any Part thereof, for all or any Part of the same Term, raise and levy the Sum of one thousand Pounds of lawful Money of *Great Britain*, and Interest for the same, from the Expiration of the said three Kalendar Months, and pay the same to the proper Hands of the said *B. S.* to and for her own proper Use and Benefit, and afterwards and subject thereto upon this further Trust, that is to say, in case there shall be any Issue Male of the Bodies of the said *J.* Marquis of *G.* and *B. S.* his intended Wife begotten, who shall for the Time being, after the Death of the Survivor of them the said *J.* now Duke of *R.* and *J.* Marquis of *G.* be intituled to the immediate Freehold and Inheritance of the same Premises, by Virtue of any the Limitations aforesaid, and also one or more younger Child or Children of the said *J.* Marquis of *G.* by the said *B. S.* either born in his Life-time or after his Decease, then they the said, &c. their Executors, Administrators and Assigns, shall and do, after the Decease of the said *J.* now Duke of *R.* and *J.* Marquis of *G.* and the Survivor of them, by and out of the Rents, Issues and Profits of the said Manors, Lands and Premises so limited to them for six hundred Years as aforesaid, raise, levy and pay to and for all and every such of the said younger Child or Children of the said *J.* Marquis of *G.* and *B. S.* as shall be a Son or Sons, and shall not be intituled to the immediate Freehold of the same Premises so comprised in the said Term of six hundred Years, the annual Rent or yearly Sum of five hundred Pounds a-piece, for and during the natural Life or Lives of such Son and Sons respectively, by even half-yearly Payments, at or on the two most usual Feasts or Days of Payment in the Year, that is to say,

Clause for the Payment of 1000 l. to the Wife in case she survive her Husband.

Provision for younger Children.

Provision for
Daughters.

If but one Daughter, she to have
10000 l.

If two or three, 20000 l. to be equally divided amongst them.

If four or more, 5000 l. a-piece.

When to be paid.

say, the Feast of the Annunciation of the Blessed Virgin *Mary*, and the Feast of St. *Michael* the Arch-angel, without any Deduction, Defalcation or Abatement out of the same or any Part thereof, for any Taxes, Charges, Assessments, or other Matter or Thing whatsoever; the first Payment thereof to begin and be made at or on such of the said Feasts or Days as shall first and next happen after the Decease of the Survivor of them the said *J.* now Duke of *R.* and *J.* Marquis of *G.* And also upon this further Trust, that in case any of the said younger Child or Children shall be a Daughter or Daughters, Then upon Trust that they the said; &c. their Executors, Administrators and Assigns shall and do, after the Decease of the Survivor of them the said *J.* now Duke of *R.* and *J.* Marquis of *G.* by Sale or Mortgage of the said Manors, Lands and Premises so to them limited for six hundred Years as aforesaid, or of a competent Part thereof, for all or any Part of the same Term, or by and with the Rents, Issues and Profits thereof in the mean time and till such Sale or Mortgage can be made, or by all and any the Ways and Means aforesaid, raise and levy such Sum and Sums of Money for the Portion and Portions and Maintenance of all and every such Daughter and Daughters (in case of Issue male of the said intended Marriage then living) as is herein after mentioned, that is to say, in case there shall be but one such Daughter, then such only Daughter shall have the Sum of ten thousand Pounds of lawful Money of *Great Britain* for her Portion; And in case there shall be two or three such Daughters, then such two or three Daughters shall have the Sum of twenty thousand Pounds of like Money for their Portions, to be equally divided between or amongst them, Share and Share alike; and in case there shall be four or more such Daughters, then such four or more Daughters shall have the Sum of five thousand Pounds a-piece of like Money for their Portions, to be equally divided between or among them, Share and Share alike; the said Portion or Portions for such Daughter or Daughters, in case of Issue male, to be paid to her or them respectively at her or their respective Ages of eighteen Years, or Day or Days of her or their respective Marriages, which shall first happen after the Decease of the Survivor of them the said *J.* now Duke of *R.* and *J.* Marquis of *G.* or sooner, if they or the Survivor of them shall, by any Writing under the Hands and Seals of them, or the Hand and Seal of the Survivor of them, direct or appoint, which it shall be lawful for them to do; and if any of the said Daughters shall attain her or their respective Ages of eighteen Years, or be married in the Life-time of the said *J.* now Duke of *R.* and *J.* Marquis of *G.* or in the Life-time of the Survivor of them, then such Portion or Portions shall be paid to such Daughter or Daughters respectively within one Year next after the Decease of the Survivor of them the said *J.* now Duke of *R.* and *J.* Marquis of *G.* unless they

they the said J. now Duke of R. and J. Marquis of G. or the Survivor of them, shall direct the same to be raised in the Lifetime of them or the Survivor of them; which they may do if they shall so please; And upon this further Trust, That in the mean Time from and after the Decease of the Survivor of them, the said J. now Duke of R. and J. Marquis of G. until the same Portion or Portions for such Daughter or Daughters shall become due and payable, they the said, &c. their Executors, Administrators and Assigns, shall and do out of the Rents and Profits of the same Premises so limited to them for the said Term of six hundred Years (subject nevertheless as aforesaid) raise, levy and pay such yearly Sum and Sums of Money for the Maintenance and Education of such Daughter and Daughters of the said J. Marquis of G. on the Body of the said B. S. his intended Wife to be begotten, in case of Issue male of the said intended Marriage, as will amount unto or be equivalent with the Interest of the Portion or Portions hereby for them respectively provided, after the Rate of five Pounds *per Cent. per Annum*: **Provided** nevertheless, and it is hereby declared and enacted, That in case any of the said Daughters shall happen to die before her or their respective Portion or Portions shall become payable by Virtue of this Act, then the Portion or Portions of her or them so dying, shall go and be paid unto and be divided amongst the Survivors and Survivor of such Daughter or Daughters when her or their original Portion or Portions shall become payable as aforesaid, so as no one such Daughter shall by Virtue of the said Term of six hundred Years, or the Trusts hereby thereof declared, have above the Sum of ten thousand Pounds for her Portion: **Provided** also, and it is hereby declared and enacted, and the said Manors, Lands and Premises are so limited to them the said, &c. their Executors, Administrators and Assigns, for the said Term of six hundred Years, upon this further Trust and Confidence, that they the said, &c. their Executors, Administrators and Assigns, shall and do permit and suffer such Person and Persons respectively, to whom the next and immediate Reversion or Remainder of the same Premises, Expectant upon the Determination of the same Term of six hundred Years, shall for the Time being belong, by Virtue of the Limitations afore-mentioned (until some or one of the said Portions for Daughters of the said intended Marriage, in case of Issue male, shall become payable by Virtue of this Act) to take and receive the Rents, Issues and Profits of the same Premises, over and above the said Annual Rents or yearly Sums of five hundred Pounds a-piece, hereby provided for the younger Sons of the said J. Marquis of G. by the said B. S. his intended Wife to be begotten, and over and above such Sum or Sums of Money as are hereby provided and allowed for the Maintenance and Education of such Daughter and

Clause for the Maintenance of the said Daughters till their Portions shall become payable.

The Portions of any such Daughters as shall happen to die, to be divided among the Survivors.

But no one Daughter to have above 10000 l.

Clause that till the Portions become payable, those in Remainder shall receive the Rents, &c. over and above the Annuities for younger Sons, and the Sums allowed for Education of the Daughters.

When the Trusts
are all executed,
the Term shall
cease for the Bene-
fit of the Persons
in Remainder.

Provide that if the
Father shall make
any Provision for
any of his Daugh-
ters, it shall be ac-
counted as Part of
their Portion.

Declaration of the
Trusts of the Term
of one thousand
Years.

Daughters as aforesaid: **Provided** always, And it is hereby declared and enacted, that in case there shall be no Son of the said J. Marquis of G. on the Body of the said B. S. his intended Wife to be begotten, nor any Issue Male of such Son living at the Time of the Decease of the said J. Marquis of G. or afterwards born alive; or in case there shall be no Child or Children of the said J. Marquis of G. on the Body of the said B. S. his intended Wife to be begotten, other than such as shall be intitled to the immediate Freehold of the same Premises, by Virtue of the Limitations afore-mentioned; or there being such Child or Children all of them shall happen to die before their or any of their said Portions shall become payable, as aforesaid; or in case the said annual Rents or yearly Sums of five hundred Pounds a-piece, hereby appointed to be raised and paid to and for the younger Sons of said J. Marquis of G. by the said B. S. and all Arrears thereof respectively shall have been raised and paid, and all and every the said Sum and Sums of Money to be for the Portion or Portions of such Daughter or Daughters of the said intended Marriage, in case of Issue Male thereof, with such Maintenance for the said Daughter or Daughters, as is hereby before provided and appointed, shall by the Ways and Means in that Behalf before expressed have been raised and levied: Then, and in any of the said Cases so happening, and all and every the Trusts herein declar'd of and concerning the said Term six of hundred Years being first fully executed and perform'd, the said Term of six hundred Years of and in the Premises therein comprized, or so much thereof as shall remain unfold or undisposed of for the Purposes aforesaid, shall cease and be void, for the Benefit of the Person or Persons next in Reversion or Remainder of the same Premises, immediately expectant upon the Determination of the same Term: **Provided** also, And it is hereby further declared and enacted, that if the said J. Marquis of G. shall at any Time, during his Life, or at the Time of his Death, give or advance to or for any of his said Daughters by the said B. S. (in case of Issue Male by her as aforesaid) any Sum or Sums of Money, or any Lands or Tenements, Goods or Chattels, for or towards the Advancement or Preferment of such Daughter or Daughters in Marriage, and shall in Writing declare the same to be intended as and for so much of the Portion or Portions hereby for her or them respectively provided, then such Sum or Sums of Money, and the Value of such Lands, Tenements, Goods and Chattels, shall be accounted to her or them to whom the same are given or left, as and for Part of the Portion or Portions hereby for her or them provided; any thing herein before contain'd to the contrary thereof notwithstanding. **And it is hereby further declar'd and enacted**, that the said Manors, Lands, Tenements, Hereditaments and Premises hereby limited in Use to them the said, &c. their Exe-
cutors,

cutors, Administrators and Assigns; for the said Term of one thousand Years, are and were so limited to them, upon the Trusts, and to the Ends, Intents and Purposes, and subject to the Provisoes herein after declared and expressed of and concerning the same; that is to say, that in case the said J. Marquis of G. shall happen to die without Issue Male of his Body on the Body of the said B. S. his intended Wife, born in his Life-time or after his Decease, or there being such Issue Male, all of them shall happen to die without Issue Male; or before any of them attain to the Age of one and twenty Years, and that there be Issue one or more Daughter or Daughters of the said J. Marquis of G. on the Body of the said B. S. his intended Wife, at the Time of such Failure of Issue Male as aforesaid, or at any Time afterwards, then upon Trust that the said, &c. their Executors, Administrators and Assigns, shall and do, by Sale or Mortgage of the said Manors, Lands, Hereditaments and Premises comprised in the said Term of one thousand Years, or of any Part thereof, for all or any Part of the same Term, or by or out of the Rents, Issues and Profits thereof in the mean Time, until such Sale or Mortgage can be made, or by all or any the Ways aforesaid, raise and levy such Sum and Sums of Money for the Portion and Portions of all and every such Daughter and Daughters, as is herein after mentioned; that is to say, if but one such Daughter, then the Sum of twenty thousand Pounds of lawful Money of Great Britain, for the Portion of such only Daughter; and if two such Daughters, then the Sum of thirty thousand Pounds of like Money to be equally divided between such two Daughters; and if three or more such Daughters, then the Sum of ten thousand Pounds a-piece for all and every such Daughter and Daughters; the same Portion and Portions to be paid unto such Daughter and Daughters respectively at her or their respective Age or Ages of eighteen Years, or Day or Days of her or their respective Marriages, which shall first happen after the Decease of the Survivor of them the said J. Duke of R. and J. Marquis of G. and Failure of Issue Male of the said Marquis by the said B. S. his intended Wife, as aforesaid, or sooner, if they the said J. now Duke of R. and J. Marquis of G. or the Survivor of them, shall by any Writing under the Hands and Seals of them, or the Survivor of them, so direct or appoint, which it shall be lawful for them to do; and if any of the said Daughters shall attain her or their respective Ages of eighteen Years, or be married in the Life-time of the said J. now Duke of R. and J. Marquis of G. or the Life-time of the Survivor of them, then such Portion or Portions shall be paid to such Daughter or Daughters respectively within one Year next after the Decease of the Survivor of them the said J. Duke of R. and J. Marquis of G. unless the said J. now Duke of R. and J. Marquis of G. or the Survivor of them, shall direct

In case of Failure of Issue Male, the Trustees to raise Portions for the Daughters.

Provide, that the Portion in Remainder shall receive the Profits over and above what is paid for the Marriages, &c. of the Daughters.

If any of the Daughters die before their Portion is paid, the same shall be divided among the Survivors.

And that the said Trustees shall pay the said Portions to the said Daughters at the said Ages of eighteen Years, or at the said Marriages, as aforesaid.

Clause for the Education and Maintenance of the Daughters, if there be no Issue Male.

When the said Clause for the Education and Maintenance of the Daughters, if there be no Issue Male.

It any of the Daughters die, her Portion to be divided among the Survivors.

And if all of them die, to go to the next in Remainder.

direct the same to be raised in the Life-time of them, or the Survivor of them, which they may do if they shall so please: And also upon this further Trust, that they the said, &c. their Executors, Administrators and Assigns, shall and do by and out of the Rents, Issues and Profits of the Premises so limited to them for the said Term of one thousand Years from and after the Decease of the Survivor of them the said J. now Duke of R. and J. Marquis of G. and Failure of Issue Male of the said Marquis by the said B. S. his intended Wife, in the mean Time and until such Portion or Portions of the said Daughter or Daughters shall become payable as aforesaid, raise, levy and pay such yearly Sum and Sums of Money for the Maintenance and Education of the same Daughter and Daughters as are herein after mentioned; that is to say, if there shall be but one such Daughter, then the yearly Sum of six hundred Pounds for such only Daughter; and if there shall be two such Daughters, and no more, then the yearly Sum of five hundred Pounds a-piece for such two Daughters; and if there shall be three or more such Daughters, then the yearly Sums of four hundred Pounds a-piece for such three or more Daughters; the said yearly Sum and Sums for Maintenance to be paid to such Daughter and Daughters respectively at or on the two most usual Feasts or Days of Payment in the Year; that is to say, the Feast of the Annunciation of the Blessed Virgin *Mary*, and the Feast of St. *Michael* the Archangel, by even and equal Portions; the first Payment thereof to begin and be made at or upon such of the said Feasts or Days as shall first and next happen after the Decease of the Survivor of them the said J. now Duke of R. and J. Marquis of G. and Failure of Issue Male of the said Marquis by the said B. S. his intended Wife: **Provided** always, and it is hereby declared and enacted, That in case any of the said Daughters shall happen to die before her or their Portion or Portions shall become payable by Virtue of this Act, then the Portion or Portions of her or them so dying, shall go and be paid unto, and be equally divided amongst the Survivors or Survivor of them, when the Original Portion or Portions of such surviving Daughter or Daughters shall become payable, in Pursuance hereof, so as no one such Daughter shall have more than the Sum of twenty thousand Pounds for her Portion, by Virtue of this Trust: **Provided** also, and it is hereby declared and enacted, That in case all the said Daughters shall happen to die before any of their said Portions shall become payable, in Pursuance hereof, then the said Sum and Sums of Money hereby appointed to be raised for Portions for such Daughters as aforesaid, or so much thereof as shall not then be raised, shall not be raised, but shall cease for the Benefit of such Person or Persons, as shall for the Time being be next in Reversion or Remainder of the Premises, immediately expectant upon the Determination of the said Term of one thousand Years, and then also such Sum and Sums of

Portions.

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of Money, as shall be then raised for or towards such Portion or Portions, shall be paid unto the same Person or Persons next in Reversion or Remainder, as aforesaid: **Provided** also, and be it enacted, That no such Sale or Mortgage as aforesaid shall be made of the Premises hereby limited in Use to them the said, &c. for the said Term of one thousand Years, until some one of the said Portions shall become payable by Virtue of this Act: **Provided** likewise, and it is also hereby declared and enacted, That in case the said J. Marquis of G. shall in his Life-time give to his said Daughter or Daughters any Sum or Sums of Money for or towards her or their Advancement or Preferment in Marriage, or the said Daughters shall receive or be intitled to any Portion or Portions to be raised by Virtue of the Trusts declared of the said Term of six hundred Years, or if by or after the Death of the said J. Marquis of G. there shall come unto or descend upon the said Daughter or Daughters, or any of them, any Lands, Tenements or Hereditaments of and from the said J. Marquis of G. then such Sum or Sums of Money, and the Value of such Lands, Tenements and Hereditaments to be sold, shall be accounted and deem'd as Part of the Portions hereby for them provided, in case the said J. Marquis of G. shall so declare by Writing under his Hand, and not otherwise: **Provided** always, and it is hereby declared and enacted, That the said Manors, Lands and Premises so limited in Use to them the said, &c. their Executors, Administrators and Assigns, for the said Term of one thousand Years, are and were so limited to them, upon this further Trust, that they the said, &c. their Executors, Administrators and Assigns, shall and do permit and suffer such Person and Persons respectively to whom the next and immediate Reversion or Remainder of the same Premises, expectant upon the Determination of the said Term of one thousand Years, shall for the Time being belong by Virtue of the Limitations in this Act contained, to take and receive the Residue and Overplus of the Profits of the Premises comprised in the said Term, over and above so much thereof as shall be from Time to Time paid for the respective Maintenance and Education of the said Daughter or Daughters respectively, until some or one of the same Portions shall become payable: **Provided** likewise, and it is hereby further declared and enacted, That in case at the Time of the Death of the Survivor of them the said J. now Duke of R. and J. Marquis of G. and Failure of Issue Male of the said Marquis by the said B. S. there shall happen to be no such Daughter or Daughters of their two Bodies living, or afterwards born alive, or there being any such, all of them shall happen to die before any of their said Portions shall become payable by Virtue of this Act; or in case all and every the Trusts herein before declared of and concerning the said Term of one thousand Years shall in all Things be

The Trustees not to sell, &c. till one of the Portions become payable.

Proviso, that if the Father give any Sum in his Life-time to any of his Daughters, or if any Lands descend to them at his Death, it shall be deemed as Part of their Portions, if so declared by the Father.

Proviso, that the Persons in Remainder shall receive the Profits over and above what is paid for the Maintenance, &c. of the Daughters.

Proviso that the Term of 1000 Years shall cease, if there be no Daughters living at the Term of the Decease of the Father and Grandfather.

fully performed and satisfied, according to the true Intent and Meaning of this Act; then and in any of the said Cases, the said Term of one thousand Years of and in the said Manors, Lands and Hereditaments therein comprised, or so much thereof as shall then remain unsold or undisposed of for the Purposes aforesaid, shall cease, determine and be absolutely void; any thing herein contained to the contrary notwithstanding. And it is hereby further declared and enacted, that the said Manors, Lands, Tenements, Hereditaments and Premises herein before limited in Use to the said, &c. their Executors, Administrators and Assigns, for the said Term of sixty Years, are and were so limited to them, upon the Trusts, and to the Ends, Intents and Purposes, and with and under the Provisions and Agreements herein after expressed and declared, of and concerning the same; that is to say, In case the said J. Marquis of G. and B. S. his intended Wife, shall both of them happen to die in the Life-time of the said J. now Duke of R. leaving Issue between them two begotten, any Son or Daughter, Sons or Daughters, who shall be intitled to the Annuities and Maintenance hereby provided for them, by the Trusts declared of the said several Terms of six hundred Years, and one thousand Years respectively; then upon Trust that they the said, &c. their Executors, Administrators and Assigns, shall and do from Time to Time, after the Decease of the Survivor of them the said J. Marquis of G. and B. S. his intended Wife, by and out of the Rents, Issues and Profits of the said Manors, Lands, Tenements, Hereditaments and Premises so limited to them for the said Term of sixty Years, raise, levy and pay, during the Life-time of the said J. now Duke of R. to and for the younger Sons of the said J. Marquis of G. by the said B. S. his intended Wife, the said Annuities provided for them by the Trusts declared of the said Term of six hundred Years, and to and for the Daughters of the said J. Marquis of G. by the said B. S. his intended Wife, such yearly Sum and Sums of Money for their Maintenance, and in such Proportion to their respective Fortunes, and subject to such Augmentation or Diminution as in the Trusts of the said several Terms of six hundred Years, and one thousand Years, is in that Behalf mentioned, expressed and declared; the said Annuities and Maintenances respectively to be payable to such Daughter and Daughters, younger Son or younger Sons respectively, by such half-yearly Payments, as the Annuities and Maintenances provided for them respectively by the Trusts of the same Terms of six hundred Years and one thousand Years are therein limited and appointed to be paid; And also upon this further Trust, to permit the Residue of the Rents, Issues and Profits of the Premises so limited to them the said, &c. their Executors, Administrators and Assigns, for the said Term of sixty Years, to be received by the Person or Persons that shall be intitled to the Reversion of the same Premises expectant upon the

the Determination of the same Term: **Provided** always, and it is hereby declared and enacted, that the several Sum or Sums of Money, that shall be raised by Virtue of the Trust declared of the said Term of sixty Years for the Annuities and Maintenances of such younger Sons or Daughters of the said 7. Marquis of G. by the said B. S. respectively, shall not, nor shall any of them, or any Part of them or any of them, be charged upon or affect the Manors, Lands, Tenements, Hereditaments and Premises comprized in the said Terms of six hundred Years and one thousand Years, or either of them; but the same Manors, Lands and Premises shall be acquitted of and discharged, and exempted from all and every such Sum and Sums of Money that shall from Time to Time be raised and paid, in Pursuance of the Trust declared of the same Term of sixty Years for the Purposes aforesaid; any Thing in this Act contained to the contrary notwithstanding: **Pro-**
vided always also, and it is hereby further declared and enacted, that from and immediately after the Decease of the said 7. now Duke of R. and after all the Trusts of the said Term of sixty Years shall be fully performed and executed, and all Ar-rears of the said Annuities for the younger Sons, and yearly Sums for the Maintenance of the Daughters of the said 7. Marquis of G. by the said B. S. his intended Wife, shall be fully paid and satisfied; or in case the said 7. Marquis of G. and B. S. his in-tended Wife, or either of them, shall happen to survive the said 7. now Duke of R. then and from thenceforth, and in either of the said Cases so happening, the said Term of sixty Years shall cease, determine, and be absolutely void: **Provided** also further, and it is hereby declared and enacted, that it shall and may be lawful to and for the said 7. now Duke of R. 7. Marquis of G. and B. S. respectively, from Time to Time, during the Continu-
 ance of their respective Estates, as they shall respectively be Te-nants for Life in Possession of and in the Premises, by Virtue of the Limitations aforesaid, by any Deed or Deeds indented under their respective Hands and Seals to demise, lease, or grant all and every the Manors, Messuages, Lands, Tenements and Heredita-ments, whereof they shall be then in actual Possession, by Virtue of this Act or any Part or Parts thereof, (except the Honour, Castle and Manor of B. and the Capital Messuage of H. with the Barns, Stables, Orchards, Gardens, Rights, Members and Ap-purtenances thereunto respectively belonging) to any Person or Persons for any Term or Number of Years, not exceeding one and twenty Years, so as that there be reserved upon every such Demise, Lease or Grant, so much yearly Rent as is now refer-ved for the same, or as much as can really and *bona fide* be got for the same, without taking any Fine, Premium or Foregift, and so as in every such Lease or Leases so to be made as aforesaid, there be contained a Condition of Re-entry for Non-payment of the Rent or Rents thereby to be reserved, and so as the
 Respective

Proviso that the several Sums that shall be raised by Virtue of the pre-sent Trust shall not affect the other Lands &c.

Proviso that the said Term shall cease when all the Trusts are executed.

Proviso that the said Term shall cease when all the Trusts are executed.

Proviso that the said Term shall cease when all the Trusts are executed.

Proviso that the Tenants for Life shall have Power to Lease for twenty-one Years.

Provide that
several Summs
shall be paid by
the said Duke of
R. to the said
Church of K. the
sum of one hundred
Pounds.

Proviso, reserving
the Presentation to
a Rectory to the
Father of the Hus-
band.

Recital of a Deed
of Settlement of
the Estate of the
Father of the Wife
in Tail Male.

Provide that the
Tenants for Life
shall have Power to
Lease for twenty
one Years.

respective Lessees, to whom such Leases shall be made, seal and execute Counterparts thereof, and so as no Clause be therein contained, giving Power to any such Lessee to commit Waste, or exempting him, her or them from Punishment for committing the same: **Provided** also, and it is hereby declared and enacted, That it shall and may be lawful to and for the said *J.* now Duke of *R.* from Time to Time, during his natural Life, so often as the Church of *K.* aforementioned shall become vacant by the Death of the present Incumbent, or any other that shall succeed him, to present a Clerk to the Rectory of the same Church; notwithstanding any Limitation of the Advowson of the same Church herein before contained to the contrary.

And whereas by Indenture bearing Date the, *Gr.* Day of, *Gr.* in the, *Gr.* Year of the Reign of, *Gr.* *Annoue Domini*, *Gr.* made or mentioned to be made between the said *R.* Lord *L.* and *M.* Lady *L.* by the Name of Dame *M.* his Wife (since deceased) of the one Part, and *L. M.* Gent. of the other Part, and Fine thereupon levied by the said Lord *L.* and Dame *M.* his Wife, all that the Hundred, Manor and Liberty of *P.* in the County of *G.* with all and singular the Rights, Members and Appurtenances thereunto belonging, and all and singular Messuages, Cottages, Meadows, Pastures, Inclosures, Woods, Underwoods, Lands, Tenements and Hereditaments whatsoever, late of Sir *G. H.* Knt. deceased, Father of the said Dame *M. L.* situate and being within the Town, Parish, Fields, Precincts or Territories of *P.* in the said County of *G.* and all those the Manors of *C. S. alias S. B. S. Q. C. alias L. C. G. C.* and *B.* with all and singular the Rights, Members and Appurtenances thereunto belonging, in the said County of *W.* and all and singular the Messuages, Cottages, Houses, Barns, Stables, Orchards, Gardens, Dove-houses, Mills, Lands, Meadows, Pastures, Feedings, Woods, Underwoods, Rents, Reversions, Services, Courts, Courts-Leet, Courts-Baron, Views of Frank-pledge, Commons, Commodities, Hereditaments and Appurtenances whatsoever, to the said Manors and other the Premises, or to any of them belonging or in any wise appertaining, late of the said Sir *G. H.* situate, lying and being in the Towns, Parishes, Fields, Precincts or Territories of *C. S. alias S. B. V. S. Q. L. S. Q. C. M. C. alias L. C. G. C.* and *B.* in the said County of *W.* were settled, limited and assured, To the Use of the said *R.* Lord *L.* and Dame *M.* his Wife for their Lives, and the Life of the longer Liver of them, without Impeachment of Waste; Remainder to the said *L. M.* and his Heirs, for the Lives of the said Lord *L.* and Dame *M.* his Wife, and the Life of the longer Liver of them, In Trust to preserve contingent Remainders; Remainder to the first and other Sons of their two Bodies begotten, in Tail Male successively; Remainder to the Daughters of the said Lord *L.* and Dame *M.* his Wife in Tail; Remainder to the right Heirs of the Survivor of them the said

said Lord *L.* and Dame *M.* his Wife, subject nevertheless to a Proviso or Power in the same recited Indenture contain'd, for them the said Lord *L.* and Dame *M.* his Wife, at any Time or Times thereafter, during their natural Lives, by any Deed or Deeds, Writing or Writings, to be signed and sealed by them in the Presence of two or more credible Witnesses, to revoke, make void, alter or change all or any the Use or Uses in the same Indenture limited, declared or expressed of or concerning the Premises, or any Part or Parcel thereof; and by the same or any other Deed or Deeds, Writing or Writings, to be signed and sealed as aforesaid, to declare, limit or appoint any new or other Uses or Trusts of or concerning the same Premises, or any Part or Parcel thereof: **And whereas** by Indenture bearing Date on or about the, *Ec.* Day of, *Ec.* in the, *Ec.* Year of the Reign of, *Ec.* *Annusque Domini*, *Ec.* made or mentioned to be made between the said *R.* Lord *L.* and Dame *M.* his Wife, of the one Part, and the Honourable *B. D.* of *A.* in the County of *N.* Widow and Relict of the Honourable *J. D.* late of *A.* aforesaid, Esq; deceased, Dame *M. H.* Widow and Relict of the said Sir *G. H. C. F.* of the Parish of, *Ec.* in the County of *M.* Esq; *F. G.* of the said Parish of, *Ec.* Esq; *G. C.* of *L. J.* in the said County of *M.* Esq; and *R. B.* of *G. J.* in the said County of *M.* Esq; of the other Part, (reciting the said last recited Indenture) the said *R.* Lord *L.* and Dame *M.* his Wife, in Pursuance of the Power therein reserved, did thereby revoke and make void all the Uses in or by the said recited Indenture limited or declared after the Decease of the longer Liver of them the said *R.* Lord *L.* and Dame *M.* his Wife, of and concerning the Premises in the same Indenture and Fine, comprized; And did thereby limit, declare and appoint the same after the Decease of the longer Liver of them the said *R.* Lord *L.* and Dame *M.* his Wife, **To the Use** of the said *B. D.* Dame *M. H. C. F. F. G. G. C.* and *R. B.* their Executors, Administrators and Assigns, for the Term of one thousand Years, upon Trust for raising Portions in case of Issue male for the younger Sons and Daughters of the said *R.* Lord *L.* and Dame *M.* his Wife, in such manner as therein is mentioned; and after the Expiration or other Determination of the same Term, **To the Use** of the first and other Sons of the said *R.* Lord *L.* and Dame *M.* his Wife, in Tail male successively, Remainder to the Daughter and Daughters of the said *R.* Lord *L.* and Dame *M.* his Wife, and the Heirs of the Body and Bodies of such Daughter and Daughters; **And** in case any such Daughter and Daughters should happen to die without Issue of her or their Body or Bodies, then the Share or Proportion of her or them so dying of or in the Premises, should go unto and be to the Over-livers or Over-liver of such Daughters and the Heirs of the Bodies or Body of such Over-livers or Over-liver, with Remainder to the

Subject to a Power of Revocation.

Recital of a Deed of Revocation of the Uses in the Deed next above recited.

The Uses in the Deed of Revocation.

Recital of a last Will.

right Heirs of the Over-liver of them the said R. Lord L. and Dame M. his Wife.

And whereas the said Sir G. H. by his last Will and Testament in Writing, bearing Date on or about the, &c. Day of, &c. which was in the Year of our Lord, &c. proved in the Prerogative Court of C. did give and devise all his Manor of C. with its Rights, Members and Appurtenances in the said County of W. and all his Messuages, Lands, Tenements and Hereditaments lying and being in the Parishes of C. and E. or either of them in the said County of W. unto his said Wife M. H. for her Life, Remainder to his said Daughter M. afterwards Dame M. L. and the Heirs of her Body, with Remainder to his said Wife and her Heirs for ever, as by the said recited Indentures and Will, Relation being thereunto respectively had, may more fully appear:

And whereas the said M. Lady L. died in the Life-time of the said Dame M. H. her Mother, leaving Issue by the said R. Lord L. only one Son and two Daughters, viz. the Honourable W. G. S. Esq; and the Honourable L. C. M. S. and the said B. S.

And whereas the said Dame M. H. died in the Year of our Lord, &c. and the said W. G. S. died at M. in S. in the Month of S. &c. under the Age of one and twenty Years, without Issue of his Body, and the said B. S. is the only Child living of the said R. Lord L. by the said M. Lady L. deceased, and is under the Age of eighteen Years; whereby and by means whereof the said R. Lord L. is, according to the Purport and Tenour of the said two last recited Indentures, seized of and in the Hundred, Manors, Lands and Hereditaments in the same Indentures comprized, to himself for Life, Remainder to the said B. S. and the Heirs of her Body, with Remainder to his own right Heirs; and she the said B. S. is by Virtue of the said Will of the said Sir G. H. seized of the said Manor of C. and Lands and Hereditaments in C. and E. aforesaid, in Tail, as sole Daughter and Heir of the Body of her Mother M. late Lady L. deceased, with Remainder to her the said B. S. in Fee, as Grand-daughter and sole Heir of the said Dame M. H. deceased: And whereas it was

agreed at the Treaty for the said intended Marriage of the said J. Marquis of G. with the said B. S. by and on the behalf of the said R. Lord L. and B. S. that the said Hundred, Manors, Lands, Tenements, Advowsons, Hereditaments and Premises, the Estate and Inheritance of the said R. Lord L. and B. S. or either of them, in the said Counties of W. and G. herein before mentioned, in Consideration of the said intended Marriage, and of the Settlement so agreed to be made, and which is hereby accordingly made of the Estate and Hereditaments of the said J. now Duke of R. and J. Marquis of G. should be conveyed to and vested in Trustees and their Heirs to be sold, and the Money arising by such Sale should be paid to the said J. Duke of R. as and for Part of the Marriage Portion of the said B. S.

but

but such Sale or Conveyance of the said Hundred, Manors, Lands, Advowsons and Hereditaments, the Estate of the said Lord L. and B. S. aforementioned; could not, according to the Laws of this Kingdom, be effected; or a good Title thereof made to a Purchaser without the Aid of Parliament, by reason of the Infancy of the said B. S. **May** it therefore please your most Excellent Majesty that it may be enacted, **And it is hereby further enacted** by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons in this present Parliament assembled, and by Authority of the same, that the said Hundred, Manors, Lands, Advowsons, Hereditaments and Premises in the said Counties of W. and G. herein before mentioned, with their and every of their Rights, Members and Appurtenances, shall from and immediately after the Solemnization of the said intended Marriage, be vested in and upon, **Or** and their Heirs, **To the Use** of them, their Heirs and Assigns for ever; **In Trust** nevertheless that they the said, **Or** and the Survivors and Survivor of them, and the Heirs of such Survivor, shall and do with the Approbation and Consent of the said J. now Duke of R. and R. Lord L. their and each of their respective Executors and Administrators, sell and dispose of the said Hundred, Manors, Advowsons, Lands and Premises so vested in them, either intirely or by Parcels, to any Person or Persons that shall be willing to purchase the same or any Part or Parts thereof, for the most Money or best Price or Prices which can be reasonably had or gotten for the same, and also shall and do pay and dispose of the Money which shall be raised by such Sale or Sales, unto the said J. now Duke of R. his Executors, Administrators or Assigns, to and for his and their own Use and Benefit; **And** also upon this Trust, that they the said, **Or** and the Survivor of them, and the Heirs of such Survivor, shall and do permit and suffer the said J. now Duke of R. his Executors, Administrators and Assigns, from and immediately after the Solemnization of the said intended Marriage, to receive and take the Fines, Rents, Issues and Profits of the same Hundred, Manors, Lands, Advowsons and Hereditaments, so to be vested in them the said Trustees to be sold as aforesaid, until such Sale and Sales shall be thereof respectively made as aforesaid: **And** be it further enacted by the Authority aforesaid, That all and every Person and Persons, his and their Heirs and Assigns, to whom the said Trustees or the Survivor of them, or the Heirs of such Survivor, shall, by Virtue and in Pursuance of this Act, make any Sale or Conveyance of all or any Part of the said Hundred, Manors, Advowsons, Lands, Tenements, Hereditaments and Premises hereby vested in the said Trustees, shall, upon Payment of the Purchase Money to the same Trustees, or the Survivor of them, or the Heirs of such Survivor, or to the said J. now Duke of R. his Executors or Administrators, have, hold

Clause for vesting the Estate of the Wife, (she being under Age) in Trustees.

In Trust to be sold, and the Money arising by such Sale to be paid to the Father of the Husband;

Who till such Sale shall receive the Rents, &c.

Clause that the Purchasers shall quietly enjoy, &c.

Rental of a farm
Will.

Clause for vesting
the Estate of the
Wife, (the being
under Age) in the
Trustees.

And to acquire
them of the Pur-
chase Money.

In Trust to be
sold, and the Mo-
ney arising by such
Sale to be paid to
the Father of the
Husband.

Provido that the
Trustees may lease
the Premises till
Sale, either for
Years or Lives.

Trustees shall receive the
Rent, &c.

Clause that none
shall purchase
any Estate, &c.

Clause that none
of the Trustees shall
be answerable the
one for the other.

hold and enjoy the said Hundred, Manors, Lands, Tenements, Advowsons and Hereditaments, or such Part or Parts thereof as shall be purchased by such Person or Persons respectively, with the Appurtenances, freed and discharged of and from all Claim, Right, Title or Interest, of all or any of the Persons claiming or that shall or may claim any Interest in the same, by Virtue of the said two last recited Indentures or Will of the said Sir G. H. deceased, or any Limitations, Charge, Matter or Thing therein respectively contained; And that the Receipt or Receipts of the said J. now Duke of R. or of the said Trustees or the Survivor of them, or the Heirs of such Survivor, under his or their Hand or Hands, Seal or Seals respectively, shall from Time to Time be a sufficient Discharge to the Purchaser or Purchasers of the same Premises, or any Part thereof, his or their Heirs, Executors, Administrators and Assigns, for so much of the said Purchase Money for which such Receipt or Receipts shall be given, and from and after such Receipt or Receipts, such Purchaser or Purchasers shall be and are hereby absolutely acquitted and discharged of and from the same, and they or any of them after such Receipt or Receipts shall not be answerable for any Losses or Damages which shall happen to or be chargeable upon the said Trustees or the Survivor of them, or the Heirs of such Survivor, for or on Account of any Misapplication of the said Purchase Money or any Part thereof: **Provided** always, and it is hereby declared and enacted, That it shall and may be lawful to and for the said, &c. and the Survivor of them, and the Heirs of such Survivor at any Time or Times after the Solemnization of the said intended Marriage, by and with the Consent and Approbation of the said J. now Duke of R. his Executors or Administrators, under his or their Hands or Seals respectively, to make any Lease or Leases of the same Premises so vested in them to be sold as aforesaid, or any Part or Parts thereof, before any such Sale or Sales can respectively be thereof made, to any Person or Persons for any Term or Number of Years not exceeding one and twenty Years, or for one, two or three Lives in Being, or for any Term of Years determinable upon the Death of one, two or three Person or Persons in Being, in such respective Leases to be named, reserving such Rent or Rents as is or are now reserved for the same, and taking such Fine and Fines as have been usually taken in Cases of the like Nature, and are conformable to the Custom of the County or Counties, Place and Places where the same last mentioned Premises respectively lie; which said Rent or Rents to be reserved upon such Lease or Leases, and the Fine and Fines to be taken for the same, shall be payable and paid to the said J. now Duke of R. his Executors, Administrators and Assigns: **Provided** also, that the several Trustees in this Act named for the several Purposes therein respectively mentioned, or any of them, or the Heirs, Executors or

or Administrators of them, or any of them, shall not be charged or chargeable with, or accountable for the Acts or Miscarriages of the other or others of them, nor with any more Monies than the Person or Persons so chargeable or accountable shall respectively actually receive, but each of them for his own Acts, Receipts and Miscarriages only, nor for any Loss or Losses which shall or may happen in the Execution and Management of the several Trusts hereby in them reposed, other than such as shall be occasioned by any of their voluntary or wilful Neglects and Miscarriages: **Provided** also, that the said Trustees, and every of them, their and every of their Heirs, Executors and Administrators, shall be paid and satisfied out of the Rents, Issues and Profits of the Estates hereby vested, and to be vested in them respectively, or out of the Money to be advanced and paid upon such Sale or Sales as aforesaid, all such Costs, Charges, Damages and Expences, which they, or any or either of them, shall sustain, or be put unto, for or by reason of the Trusts aforesaid, or of the Management or Execution of the same: **Provided** also further, that nothing in this Act contained shall prejudice, lessen or defeat the Jointure Estates of the said K. Dutchess Dowager of R. and L. now Dutchess of R. or the Trusts declared of the said Term of four hundred Years, for raising Annuities, Portions and Maintenances for the younger Sons and Daughters of the said J. now Duke of R. by the said K. late Dutchess of R. deceased; **Saving** to the King's most Excellent Majesty, his Heirs and Successors, and to the said K. Dutchess Dowager of R. and L. now Dutchess of R. Wife of the present Duke (for and in respect of the Jointure Estates herein before mentioned to be limited to them for their respective Lives only, and not otherwise) and the to said W. M. Esq; commonly called Lord W. M. T. M. Esq; commonly called Lord T. M. the Lady K. M. the Lady R. M. the Lady F. M. and the Lady E. M. (for and in respect of the Annuities, Portions and Maintenances provided for them respectively, by the Trust of the said Term of four hundred Years only, and not otherwise) and to all and every other Person and Persons, Bodies Politick and Corporate, their respective Heirs, Successors, Executors and Administrators (other than the said J. now Duke of R. J. M. Esq; commonly called J. Marquis of G. the said R. Lord L. and B. S. and the respective Heirs of their respective Bodies, and the Heirs of the said B. S. and all and every Person and Persons which they the said J. now Duke of R. and J. Marquis of G. and the said R. Lord L. and B. S. or any of them respectively, might bar by common Recovery or Recoveries, or any other Act or Acts in Law, in case the said J. Marquis of G. and B. S. were both of the Age of one and twenty Years) all such Right, Title, Estate, Annuities, Interest, Claims and Demands, of, in, to and out of all or any of the

That they may reimburse themselves all Expences, &c.

Provido that nothing in this Act shall prejudice the Jointures, &c.

Privilege.

Honours, Manors, Castles, Hundreds, Lands, Tenements, Advowsons, Hereditaments and Premises, whereof any Use or Estate is hereby limited or created, as they every or any of them had or should, or might have enjoyed, if this Act had never been made.

And that the said
That they may
reimburse them-
selves all Expenses,

Receipts and Moneys only, not for any Loss or Damage which shall or may happen in the Execution and Management of the several Trusts hereby in them reposed, other than such as shall be necessary for the better Execution of the same.

Privilege.

To waive a Privilege of Parliament.

Provide that no-
thing in this Act
shall prejudice the
Jointures, &c.

WHEREAS A. B. of, &c. is indebted to D. C. of, &c. in the Sum of, &c. And whereas the said A. B. may be advanced to the Dignity of a Peer, or chosen a Member of Parliament, in either of which Cases he the said A. B. will be intitled to Privilege, and thereby delay the said D. C. in the Recovery of the said Sum of, &c. Now the said A. B. doth hereby promise and oblige himself, that if either of the said Cases should happen, that he the said A. B. will not insist upon Privilege of Parliament, in any Suit or Suits in Law or Equity which the said D. C. his Executors, Administrators or Assigns shall think fit to bring, commence, or prosecute against the said A. B. for the Recovering of the said Sum of, &c. or any Part thereof, or any Thing relating thereunto. In Witness whereof the said A. B. hath hereunto set his Hand and Seal this second Day of May in the Year of our Lord one thousand seven hundred and eighteen.

Provide that the
Trustees may lease
the Premises
Sale, either for
Years or Lives.

Receipt.

Receipt.

A Receipt for Writings.

I Do acknowledge, that the several Writings mentioned on the other Side of this Paper are left and deposited in my Hands, by and in Trust for M. R. and W. P. to be kept as I keep my own Goods and Writings, and to be produced for Use of either of the said Parties, as their respective Occasions shall require. Witness my Hand the 10th Day of May 1728.

Release.

A Release by a Widow of her Dower, and her Thirds, by the Custom of London, in Consideration of a Settlement made by her late Husband in his Life-time.

THIS Indenture made, &c. Between E. C. Widow and Relict, and one of the Executors of G. C. late of London, &c. Merchant, deceased, of the one Part, and J. C. of, &c. G. U. of, &c. Merchant, and J. K. of, &c. Wax-Chandler, of the other Part: Whereas by Indentures of Lease and Release, the Lease bearing Date, &c. and the Release, &c. Anno Domini, &c. made or mentioned to be made between the said G. C. and S. W. of London, Merchant, of the one Part, and the said J. C. G. U. and J. K. of the other Part, the said G. C. in his Life-time, and also the said S. W. by the Direction and Appointment of the said G. C. and in Performance of the Trust reposed in him by the said G. C. for the Considerations therein mentioned, did grant, bargain, sell, remise, release and confirm, unto the said J. C. G. U. and J. K. and their Heirs, divers Manors, Messuages,

(1)

Recital of a Lease and Release.

The Premises.

Messuages, Lands, Tenements, Tithes and other Hereditaments, with their and every of their Appurtenances in the Counties of, &c. and elsewhere, in the said Indentures or one of them particularly mentioned, described or referred unto, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said G. C. of, in, to or out of the Premises, or any Part thereof, or any Sum or Sums of Money due or owing to him, upon any Mortgage or Mortgages made of the same Premises, or any Part thereof, to him, or any other Person or Persons in Trust for him; **The Habendum.** To hold all and singular the said Premises, with their and every of their Rights, Members and Appurtenances, unto the said J. C. G. U. J. K. and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor; **Declaration of the Trusts.** Upon special Trust and Confidence nevertheless, that they the said J. C. G. U. and J. K. and the Survivors and Survivor of them, and the Heirs, Executors and Administrators of such Survivor, should from Time to Time permit and suffer the said E. C. then the Wife of the said G. C. to keep Possession, and take the Rents, Issues and Profits of the Capital Messuage or Dwelling-house of the said G. C. situate, &c. with the Stables and Out-houses, Orchards and Gardens thereunto belonging, being Parcel of the Premises so granted and released by the said Indentures to the said J. C. G. U. and J. K. for and during her Life, and to have, receive and take the said Rents and Profits thereof, without accounting, she keeping the same in all needful and necessary Repairs, and that the said Trustees should from Time to Time receive all the Rents, Issues and Profits, of all other the said Messuages, Lands, Tenements and Premises, and every Part and Parcel thereof; and after a Deduction of Taxes, and other Out-goings, Salaries, Reparations, and other incident Charges, they the said Trustees, and the Survivors and Survivor of them, and the Heirs, Executors and Administrators of such Survivor, should well and truly pay, or cause to be paid, one full third Part of such clear Rents unto the said E. C. for her own sole and separate Use, and should also permit and suffer her to hold and enjoy the Goods and Furniture then used with the said capital Messuage, they taking only an Account thereof; and that by and out of the other two Thirds of the said Rents, Issues and Profits, and out of the personal Estate of the said G. C. so soon as the same could with Conveniency be gotten in, they should pay unto the said E. C. the Sum of, &c. of Goods, &c. **Upon Condition nevertheless,** That she the said E. C. should under her Hand and Seal within three Months after she should claim any Benefit under the said Settlement, or from the Estate of the said G. C. signify to the said J. C. G. U. and J. K. and the Survivors and Survivor of them, their Heirs or Assigns, that she intirely submits to the Provision hereby made, or intended to be made for her, in Lieu and full Discharge, Recompence and Satisfaction

faction for all such customary Part or Share that she the said *E. C.* could or might claim, challenge or demand, by and out of the real and personal Estate, whatsoever or howsoever of the said *G. C.* by Virtue of the Custom of *London*, or otherwise, in such Method and Manner as the said *J. C. G. V.* and *J. K.* and the Survivors and Survivor of them, should think fit, and upon several other Trusts in the said Indentures of Release particularly mentioned and expressed: And whereas the said *G. C.* in and by his Last Will and Testament, duly executed, bearing Date, &c. did ratify and confirm the said recited Indentures, and all the Powers and Authorities therein and thereby made and given, and constituted the said *E. C.* and the said *J. C. G. V.* and *J. K.* Executors of his said Will, who have all joined in the Probate thereof, in the Prerogative Court of *Canterbury*: Now this Indenture Witnesseth, That the said *E. C.* in Consideration of the Provision made for her as aforesaid, in and by the said recited Indentures of Lease and Release, to which she intirely submits, being fully satisfied and contented therewith, and accepting the same in Lieu and Recompence of and for all such Dower and Thirds of the real Estate, and all such customary Part or Share of the personal Estate of the said *G. C.* which she the said *E. C.* is intituled unto, or can or may claim by the Laws of this Realm, or the Custom of the City of *London*, or otherwise howsoever, hath remised, released, and for ever quit-claimed, and by these Presents doth remise, release, and for ever quit-claim unto the said *J. C. G. V.* and *J. K.* their Heirs, Executors, Administrators and Assigns, and to the Heirs, Executors and Administrators of the said *G. C.* deceased, all her Dower and Thirds, and all her Right and Title of Dower and Thirds, of, in, to or out of all or any Part of the real Estate, whereof or wherein the said *G. C.* was seised at the Time of his Death, or at any Time after his Inter-marriage with the said *E. C.* And also all such customary and other Part or Share of the personal Estate of the said *G. C.* which she the said *E. C.* is intituled unto, or can, may, might or could ask, claim, challenge or demand, by Virtue of the Custom of the City of *London*, (whereof the said *G. C.* was a Freeman) or otherwise howsoever; And all Actions, Suits, Claims and Demands whatsoever, touching or concerning the same, or any Part or Parcel thereof, in any wise howsoever, except such Parts or Shares of the real and personal Estate of the said *G. C.* as she the said *E. C.* is intituled unto by Virtue of the said recited Indentures of Lease and Release; all which she is to have, hold and enjoy, according to the Purport and the true Intent and Meaning of the said Indentures; any Thing herein contained to the contrary thereof in any wise notwithstanding: And the said *E. C.* for herself, her Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *J. C. G. V.* and *J. K.* their Heirs, Executors and Administrators, that

Consideration of
this Release.

Release of Dow-
er and Thirds ac-
cording to the Cu-
stom of *London*.

Covenant to do
any further Act,
&c.

Release.

she the said *E. C.* shall and will, at any Time hereafter upon the Request, and at the Charge of the said *J. C. G. V.* and *J. K.* their Heirs, Executors or Administrators, or any of them, make, do, perform and execute, all and every, or any such further and other Acts, Matters and Things, for the better and more perfect conveying, releasing, barring and extinguishing of all her Right and Title of Dower and Thirds in the said real Estate, and of all her Part and Share of his personal Estate, by the Custom of *London*, or otherwise as aforesaid, (except the said recited Indentures of Lease and Release) as by them or any of them, or their or any of their Counsel learned in the Law, shall be reasonably devised, advised or required, so as for the doing thereof, she the said *E. C.* be not compelled or compellable to go or travel from her Dwelling-house or usual Place of Abode. In Witness, &c.

A Lease for a Year.

(2) **T**his Indenture made the sixteenth Day of *May*, &c. Between *T. B.* Esq; of the one Part, and *T. W.* of the other Part, Witnesseth, That for and in Consideration of five Shillings of lawful Money of *Great Britain* to the said *T. B.* in Hand, at or before the Sealing and Delivery of these Presents, by the said *T. W.* well and truly paid, the Receipt whereof is hereby acknowledged, he the said *T. B.* hath bargained and sold, and by these Presents doth bargain and sell unto the said *T. W.* all that Messuage, &c. (*prout* in the Release *usq;* and the Reversion, &c.) and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances; **To have and to hold** the said Messuage, &c. and all and singular other the Premises herein before mentioned or intended to be hereby bargained or sold, with their and every of their Rights, Members and Appurtenances, unto the said *T. W.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the Term of one whole Year from thence next ensuing and fully to be compleat and ended; **Yield- ing and paying** therefore unto the said *T. B.* his Heirs and Assigns, the Rent of one Pepper-Corn only, on the last Day of the said Term, if the same shall be demanded; **To the Intent and Purpose**, That by Virtue of these Presents, and of the Statute for transferring Uses into Possession, the said *T. W.* may be in the actual Possession of all and singular the said hereby bargained Premises,

The Consideration.

Covenant of Bargain and Sale.

Habendum to the Lessee, &c. for a Year.

Reddendum of a Pepper-Corn only at the End of the Term.

To the Intent the Lessee may be in Possession, and thereby enabled to take a Grant in Fee of the Premises.

Premises, with their Appurtenances, and may thereby be enabled to accept and take a Grant or Release of the Reversion and Inheritance thereof to him and his Heirs, in such Manner and for such Uses, Intents and Purposes, as the said T. B. doth intend to grant or release the same by Indenture, intended to bear Date the Day next after the Day of the Date of these Presents. In Witness, &c.

An Indenture of Release for making a Tenant to the Freehold, in order for suffering a Recovery.

THIS Indenture Tripartite, made the seventeenth Day of May, &c. Between T. B. of, &c. Esq; of the first Part, T. P. of, &c. Gent. on the second Part, and T. W. of, &c. Gent. on the third Part, Witnesseth, That for the Docketing and Barring of all Estates-tail of and in the Messuage or Tenement, and all other the Hereditaments herein mentioned, with their Appurtenances, and all and every the Remainder and Remainders thereupon dependant or expectant, and for settling the said Messuage or Tenement, and other the Hereditaments, with their Appurtenances, to, for and upon the Uses, Intents and Purposes herein after particularly expressed and declared, And for and in Consideration of five Shillings of lawful *British* Money to the said T. B. in Hand paid by the said T. W. at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for other good Causes and Considerations hereunto moving, he the said T. B. hath bargained, sold and released, and by these Presents doth bargain, sell and release, unto the said T. W. (in his actual Possession now being, by Virtue of a Bargain and Sale thereof to him made by the said T. B. by Indenture dated the Day next before the Day of the Date of these Presents for one Year, from the Day next before the Date of the same Indenture, in Consideration of five Shillings of lawful Money paid by the said T. W. to the said T. B. and by Force of the Statute for transferring Uses into Possession) and to his Heirs, all that Messuage, &c. and all and every the Cellars, Solars, Chambers, Rooms, Stables, Out-houses, Yards, Grounds, Ways, Passages, Waters, Water-courses, Lights, Easements, Profits, Commodities, Hereditaments and Appurtenances whatsoever, to the said Messuage or Tenement belonging, or in any wise appertaining, or therewith or with any Part thereof, demised, letten, used, occupied or enjoyed, or accepted,

(3)

The Intent of this Release to cut off an Intail.

The Consideration.

Covenant of Release.

Recital of the Lease.

The Premises.

Habendum to the Releasee in Fee.

To the Intent he may become Tenant of the Premises, and suffer a common Recovery thereof.

Covenant for the suing out a Writ of Disseisin en le Poſt, and for the suffering a common Recovery with double Voucher.

cepted, reputed, taken or known, as Part, Parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the same Premises, and every Part and Parcel thereof, with their and every of their Appurtenances, and also all the Estate, Right, Title, Interest, Claim and Demand of him the said *T. B.* of, in, to or out of the said hereby released Premises, with the Appurtenances, or any Part or Parcel thereof in any wise howsoever; **To have and to hold** the said Messuage or Tenement, and all and singular other the Premises herein before mentioned or intended to be hereby released, with their Appurtenances, unto the said *T. W.* his Heirs and Assigns, **To the Use and Behoof** of him the said *T. W.* his Heirs and Assigns for ever; **Yet nevertheless** to the Intent that by Virtue of the said Indenture of Bargain and Sale, and of these Presents, he the said *T. W.* may be and become a good and perfect Tenant of the immediate Freehold and Inheritance of all and singular the said hereby released Premises, with their Appurtenances, against whom a common Recovery may be had, perfected and executed in such Manner as is herein after mentioned: **And** for that Purpose it is covenanted, concluded and agreed by and between all the said Parties to these Presents, that before the End of *Michaelmas* Term next ensuing the Date of these Presents, at the proper Costs and Charges of the said *T. B.* one Writ of Entry *Sur Disseisin en le Poſt* shall or may be brought, commenced and prosecuted, returnable before his Majesty's Justices of the Court of Common Pleas at *Westminster*, in the Name of the said *T. B.* as Plaintiff or Demandant against the said *T. W.* as Tenant, whereby the said *T. B.* shall demand against the said *T. W.* the said Messuage or Tenement, and all and singular other the said hereby released Premises, with their Appurtenances, by such apt and convenient Names and Descriptions as shall be proper in that Behalf, to which Writ the said *T. W.* shall appear *gratis* in his own proper Person, or by his Attorney or Attornies lawfully authoriz'd, and shall and will vouch or call to warrant the same Premises the said *T. B.* who shall also appear *gratis* in his own proper Person, or by his Attorney or Attornies lawfully authoriz'd, and shall and will enter into the said Warranty, and vouch over to warrant the same Premises the common Vouchee, who shall thereupon appear and enter into the said Warranty, and after Imparlance make Default, and such further or other Proceedings be had upon the said Writ, and all the said Parties shall so demean themselves therein, that one good and perfect common Recovery with double Voucher, shall or may be had, suffered, perfected and executed, of, for or upon all and singular the said hereby released Premises, with their Appurtenances, in all Things according to the usual Course, Order and Form of common Recoveries, with double Voucher, for Assurance

Settlements.

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rance of Lands, in such Cases used: And it is further covenanted, concluded, declared, and fully agreed by and between all the said Parties to these Presents, for themselves and their Heirs, and it is their true Intent and Meaning, that the said Common Recovery so as aforesaid, or in any other Manner to be had, suffered or executed, of, for, or upon the said hereby released Premises, or any Part thereof, and the full Force, Effect and Execution thereof, and also all and every other Common Recovery and Recoveries, Fine and Fines, and other Assurances had, made, levied, suffered or executed, or to be had, made, levied, suffered, of, for, or upon the Premises, or any Part thereof, to which the said Parties to these Presents, or any of them is, or are or shall be Parties, or Party or Privy, shall be and enure, and shall be construed, expounded, deemed and taken to be and enure, to the only proper Use and Behoof of the said T. B. his Heirs and Assigns for ever, and to or for no other Use, Intent or Purpose whatsoever. In Witness, &c.

Covenant that the said Common Recovery shall enure to the sole Use of the Conusee, his Heirs and Assigns for ever.

Release. Vide Bargain and Sale, 8.

Settlements.

A Marriage-Settlement of Bank and South-Sea Stock.

THIS Indenture Tripartite, made, &c. Between A. B. of, &c. of the first Part, C. D. of, &c. Spinster, one of the Daughters of E. D. of, &c. of the second Part, and F. D. of, &c. Widow of G. D. of, &c. and J. B. of, &c. of the third Part: Whereas a Marriage, by God's Permission, is intended shortly to be had and solemnized between the said A. B. and C. D. And whereas the said A. B. is lawfully intitled to the Sum of two thousand Pounds in the Capital Stock of the Bank of England, commonly called *Bank-Stock*, and likewise to the Sum of five hundred Pounds in the Capital Stock of the Governor and Company of Merchants of Great Britain, trading to the *South-Seas*, commonly called *South-Sea-Stock*; and the said C. D. is lawfully intitled to the like Sum of two thousand Pounds in the said Stock, commonly called *Bank-Stock*,

Recital that A. B. C. and D. are seized of several Sums in the Capital Stocks of the *South-Sea Company* and Bank of England.

arise, or be made by or from the said several Sums or Parcels of Stock, or any of them; and from and immediately after the Decease of the said *A. B.* Then upon Trust (in Case the said *C. D.* shall survive the said *A. B.*) to permit and suffer the said *C. D.* and her Assigns, during her natural Life, to receive and take to her and their own proper Use and Behoof, all the Dividends, Interest, and other Profits, which shall, during her Life, accrue, arise, or be made by or from the said several Sums or Parcels of Stock, or any of them; And upon this further Trust and Confidence that they the said Trustees, their Executors, Administrators and Assigns, shall and do, after the Deaths of the said *A. B.* and *C. D.* transfer, assign, pay, apply or dispose of all the said several Sums or Parcels of Stock, and all the Dividends, Interest, and other Profits thereof, unto and amongst all and every the Son and Sons, Daughter and Daughters of the said *A. B.* on the Body of the said *C. D.* lawfully to be begotten, and the Children of such Sons or Daughters, in case any of them shall be then dead, leaving Issue, in such Parts and Proportions, and at such Time or Times, and in such Manner, as the said *A. B.* by his Last Will and Testament in Writing, or by any other Writing duly executed by him, in the Presence of two or more credible Witnesses, shall limit, direct, order or appoint: And in Default of such Limitation, Direction, Order or Appointment, then unto and amongst all and every the Son and Sons, Daughter and Daughters of the said *A. B.* on the Body of the said *C. D.* lawfully to be begotten, as aforesaid, and the Children of such Sons or Daughters, (in case any of them shall happen to be dead, leaving Issue) in equal Shares and Proportions: But the Child or Children of such of the said Sons or Daughters, as shall then happen to be dead, shall be intitled only to the Share which his, her, or their Father or Mother would have been intitled to, if living, equally to be divided among such Children, if there be more than one, and if but one, then wholly to that one: **Provided** nevertheless, and it is agreed between all the said Parties to these Presents, That if at the Decease of the said *A. B.* or at any Time after, there shall happen to be only a Daughter or Daughters of him and the said *C. D.* or the Issue of such Daughter or Daughters, and no Son, nor the Male Issue of any Son living, Then the said *A. B.* shall not be obliged by his Will, or such other Writing as aforesaid, to limit, direct, order or appoint, all the said several Sums or Parcels of Stocks, and the Dividends and Profits thereof, to or amongst such Daughter or Daughters, or the Children of such Daughter or Daughters as may be then dead: Nor shall such Daughter or Daughters, or the Children of such of them as may be then dead, nor the Female Issue of such Son or Sons as may be then dead, in Default of such Direction, Order

And after his Decease, to the Use of *C. D.* (if she survive him) during her Life.

And after their Decease to the Use of the Children of the said *A. B.* and *C. D.* and the Issues of the said Children, in such Proportion as the said *A. B.* shall by his Will, or otherwise, appoint.

And in Default of such Appointment, to be equally divided amongst them.

But the Child or Children, to be intitled only to such Share as their Father or Mother would have had, if living.

Provide, that if at the Decease of the said *A. B.* there be only one or more Issues Female, he shall not be obliged to make such Appointment.

Nor shall such Issue be intitled to all the said several Stocks, but in the following Manner, viz.

or

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or Appointment, to be made as aforesaid by the said *A. B.* be intitled to all the said several Sums or Parcels of Stocks, and the Dividends and Profits thereof, but she or they shall be intitled only to such Parts, Shares, or Proportions thereof, as are herein after mentioned; (that is to say) If there be only one Daughter, or the Issue of one Daughter living, or only the Female Issue of one Son living, Then to the Sum of three thousand three hundred Pounds, to be raised and paid by and out of the said Stocks: If only two Daughters, or one Daughter and the Issue of another Daughter, or one or her Issue, and the Female Issue of one Son only, Then to the Sum of four thousand Pounds, to be raised and paid by and out of the said Stocks, and equally divided between them, according to the Rule and Method in that Behalf above directed; And if three or more Daughters, or the Issue of three or more Daughters, shall be living; or if two Daughters, and the Issue of another Daughter, or one Daughter, and the Issue of two or more other Daughters; or if two Daughters, or the Issue of two Daughters, and the Female Issue of one or more Son or Sons; or if one Daughter, and the Issue of another Daughter, and the Female Issue of one or more Son or Sons; or if one Daughter, or her Issue, and the Female Issue of two or more Sons, or if the Female Issue of three or more Sons shall be living; or if there shall be a Son, or any Male Issue of a Son then living; Then in any of the said last mentioned Cases, all the said several Sums or Parcels of Stocks, and the Dividends, Interest, and Profits thereof, shall be so limited, directed, ordered or appointed, as aforesaid, amongst them, by the said *A. B.* or in Default thereof, shall go and be disposed of to and amongst them in equal Shares and Proportions, the Share or Part of the Issue of such Sons or Daughters, as shall then happen to be dead, being adjusted and paid according to the Rule or Method in that Case herein above expressed; And upon this further Trust and Confidence, That in Case the said *A. B.* shall survive the said *C. D.* and there shall be no such Son or Daughter, nor any Issue of such Son or Daughter, living at the Time of her Decease, or if the said *C. D.* shall survive the said *A. B.* and there shall be no such Son or Daughter, nor any Issue of such Son or Daughter, living at the Time of the Decease of the said *A. B.* and the said *C. D.* shall not then be Enfant of a Child which shall be afterwards born; Then that the said Trustees, their Executors, Administrators or Assigns, shall and do in either of the said Cases, (after the Decease of the said *C. D.* transfer, assign, pay, apply and dispose of all the said several Sums or Parcels of Stocks, and the Dividends, Interest, and Profits thereof, to the said *A. B.* (if he survives the said *C. D.*) or the Executors, Administrators or Assigns of the said *A. B.* after the Decease of the said *C. D.* in case she happens to survive

survive him, as aforesaid; And, in case there shall not be living, as aforesaid, so many of the said Daughters, or their Issue, or such Female Issue of the said Son or Sons, as by Virtue of these Presents shall be intitled to have all the said several Sums or Parcels of Stocks, and the Dividends, Interest and Profits thereof, ordered, appointed or disposed of, amongst them in Manner aforesaid; Then the Remainder or Surplus of the said Stocks, and the Dividends, Interest and Profits thereof, shall in that case be transferred, assigned, paid, applied and disposed of by the said Trustees, their Executors, Administrators or Assigns, unto the said *A. B.* (if he survives the said *C. D.*) or (if the said *C. D.* survives the said *A. B.*) then to the Executors, Administrators or Assigns of the said *A. B.* after the Decease of the said *C. D.* And further, it is hereby declared and agreed by and between all the said Parties to these Presents, that in case the said *A. B.* and *C. D.* or the Survivor of them, shall be minded or desirous to have the several Sums or Parcels of Stock, or any Part thereof, sold, and the Money arising by the Sale thereof invested in any other Stock or Fund, or placed out upon any Security, Publick or Private, or laid out in the Purchase of Freehold Lands or Tenements, or to have the said Money after it shall have been so invested or placed out, in or upon any other Stocks, Funds or Securities, called or taken in again and disposed of in any other Manner, and shall signify such his, her, or their Mind or Desire, by Writing, under his, her, or their Hand or Hands, signed in the Presence of two or more credible Witnesses, That then the said Trustees, their Executors, Administrators or Assigns, shall accordingly sell and dispose of the said Stocks, or any Part thereof, and invest, place, lay out or dispose of the Money arising by the Sale thereof, in such other Stocks, Funds or Securities, or in the Purchase of such Freehold Lands or Tenements, or in such other Manner as the said *A. B.* and *C. D.* or the Survivor of them, shall by such Writing, or any other Writing or Writings to be subscribed and attested as aforesaid, direct, order or appoint; which said other Stocks so to be bought with the said Money, when so invested or placed out upon any such Funds or Securities, and such Lands and Tenements when purchased, shall be transferred, assigned, conveyed, settled and assured, so and in such Manner as that the same with the Dividends, Interests, Rents and Profits thereof, may remain, continue, go, be applied and disposed of, to, for or upon the same Trusts, Uses, Intents and Purposes, as the said several Sums or Parcels of *Bank-Stock* and *South-Sea-Stock*, and the Dividends, Interest and Profits thereof, are herein before directed, ordered, limited or appointed, to go, be applied, or disposed of, or as near the same as may be, and that in all Respects according to the true Intent and Meaning of these Presents:

And in case there shall not be so many Issues Female as aforesaid, as shall be intitled to all the said Stocks, then the Surplus shall be assigned to the said *A. B.* if he survives the said *C. D.* or if she survives him, then after her Decease to the Executors, &c. of the said *A. B.*

Covenant that if the said *A. B.* and *C. D.* or the Survivor of them, shall be minded to have the said several Stocks, or any Part thereof sold, and the Money otherwise disposed of, then the Trustees to sell the same accordingly, and dispose of it in such Manner as the said *A. B.* or *C. D.* shall by their Writing appoint: But to the same Uses and Trusts as are before directed.

Covenant that the said Trustees may deduct and retain all such Sums of Money as they shall expend by Reason of the Trust hereby reposed in them.

Trustees not to be chargeable or accountable for more Money than they shall receive.

Nor any one of them for the other.

Nor to be chargeable for any Loss that shall happen without their wilful Neglect or Default.

Covenant that the said C. D. shall have all her Jewels, Rings, &c.

And it is agreed by and between all the said Parties to these Presents, That the said Trustees, their Executors, Administrators and Assigns, or any new Trustees hereafter to be appointed, by Virtue of the Power herein after for that Purpose mentioned, their Executors, Administrators and Assigns, shall or lawfully may in the first Place deduct and detain out of the said several Parcels of Stock so intended to be transferred or assigned as aforesaid, or out of such other Stocks, Funds, Securities, Lands or Tenements, as the Money arising by the Sale of the said Stocks, or any Part thereof, shall be hereafter invested in, placed, laid out or disposed of, or out of the Dividends, Interest, Rents or Profits thereof, all such Sum and Sums of Money, Costs, Charges, Expences and Damages, which they or any of them shall pay, expend, bestow, lay out, sustain, suffer, or be put unto, for or by Reason or Means of this present Trust, or any Act, Matter or Thing, which shall or may be done or happen in, about or relating to the Execution thereof, or touching or concerning the same; And also that the said Trustees, their Executors or Administrators, or any new Trustee or Trustees hereafter to be appointed, pursuant to the Power for that Purpose herein after contained, his or their Executors or Administrators, or any of them, shall not be chargeable or accountable for more Money than what they or any of them shall respectively and actually receive by Virtue of these Presents; Nor shall the one of them be answerable or chargeable for or with the Act, Receipt or Default of the other of them, but each for himself, and his own Act, Receipt or Default only; And in case any Loss shall happen of the said several Sums or Parcels of Stock, or the Money arising by Sale thereof, or any Part thereof, or of the Dividends, Interest or Proceeds thereof, without the wilful Neglect or Default of them the said Trustees, their Executors or Administrators, or some of them respectively, then they the said Trustees, or any of them, their or any of their Executors or Administrators, shall not be charged or chargeable with such Loss, or liable to answer or make good the same, or any Part thereof; and in case such Loss happens by or through the wilful Neglect or Default of any of the said Trustees, then he or they only, who shall be Guilty thereof, shall be answerable for the same: And whereas the said C. D. is now, or, during the said intended Coverture, may be possessed of divers Jewels, Rings, Watches, Necklaces, and other Ornaments of her Person, he the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said F. D. G. D. and H. J. their Executors, Administrators and Assigns, by these Presents, that all such Jewels, Rings, Watches, Necklaces, and other personal Ornaments of or belonging to the said C. D. as aforesaid, shall at all Times hereafter be, remain and continue, to and for the sole and separate Use

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Use of the said *C. D.* as well during the said intended Coverture as afterwards; And that it shall and may be lawful to and for the said *C. D.* at any Time or Times after the said intended Marriage, to give and dispose of all such Jewels, Rings, Watches, Necklaces, and other personal Ornaments as aforesaid, or any Part thereof, by her Last Will and Testament in Writing, or any other Writing to be made and signed by her during the intended Coverture, or otherwise, in such Manner as she shall think fit, it being the true Intent and Meaning of these Presents, and of the said *A. B.* and *C. D.* that the same shall not be subject or liable to the Disposition, Control or Incumbrance of the said *A. B.* in any wise howsoever: And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *F. D. G. D.* and *H. J.* their Executors, Administrators and Assigns, that in case the said intended Marriage shall take Effect, and the said *C. D.* shall happen to survive him the said *A. B.* then his Executors or Administrators shall within six Months next after his Decease well and truly pay, or cause to be paid, to the said *C. D.* her Executors, Administrators or Assigns, the Sum of five hundred Pounds of lawful Money of *Great Britain*, over and above all other Provisions herein before mentioned or intended to be made for her: And it is hereby declared and agreed, by and between all the said Parties to these Presents, and their true Intent and Meaning is, That in case the said *C. D.* shall survive the said *A. B.* it shall or may be lawful for her, if she shall think fit, to wave and relinquish this present Settlement, and the Provisions hereby made for her, and to demand, have, take and enjoy such Part, Share or Proportion of the personal Estate of the said *A. B.* as shall or may belong or appertain to her by the Custom of the City of *London*, or otherwise, without the Benefit or Assistance of these present Indentures, in such Manner, and as fully and effectually as if these present Indentures had not been made, so as such waving or relinquishing of this present Settlement, and the demanding of such customary or other Part of the said personal Estate, be made and declared by the said *C. D.* in Writing under her Hand, in the Presence of two or more credible Witnesses, and delivered to the Executors or Administrators of the said *A. B.* within six Months next after the Probate of his Will, or granting of Letters of Administration of his personal Estate, as the Case shall happen, and not otherwise: And that if the said *C. D.* shall so wave and relinquish this present Settlement, and shall demand her said customary or other Part of the personal Estate of the said *A. B.* as aforesaid, then and in such Case she the said *C. D.* shall have no Manner of Benefit or Advantage whatsoever by Virtue of these Presents, or the Provisions hereby made or intended to be made for her, but shall be utterly excluded

And shall dispose of them as she shall think fit.

Covenant that in case the said *C. D.* shall survive the said *A. B.* she shall have 500*l.* over and above all other Provisions.

Covenant that in case the said *C. D.* survive, she may wave this present Settlement within six Months after Probate of the Will of the said *A. B.* and take her Share of the personal Estate, according to the Custom of *London*.

And in case the said *C. D.* relinquish this present Settlement, she shall be utterly debarred from all the Benefit of it.

Proviso, that if she relinquish not within the six Months, as above, she shall be debarred from so doing.

Provision for the Children that shall be born of the intended Marriage.

Proviso, that if she relinquish not within the six Months, as above, she shall be debarred from so doing.

Proviso, that if she relinquish not within the six Months, as above, she shall be debarred from so doing.

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cluded and debarred from the same: And further, That in Case the said *C. D.* shall not so wave and relinquish this present Settlement; and the Provisions hereby made, within the Time aforesaid, then the said *C. D.* shall, by Virtue of these Presents, and the Provisions hereby made for her, be utterly excluded and debarred from claiming or having any other or further Part of the personal Estate of the said *A. B.* by Virtue of the said Custom of *London*, or otherwise, than what will belong or appertain to her by Virtue of these Presents, or of the Last Will and Testament of the said *A. B.* And it is likewise declared and agreed by and between all the said Parties to these Presents, that the Provisions hereby made for the Children of the said intended Marriage, are intended and designed to go and be applied, and shall go and be applied in the first Place for or towards Payment and Satisfaction of such Part, Share or Proportion, as such Children, or any of them can, shall or may claim, or be intitled to, out of or in the personal Estate of the said *A. B.* by Virtue of the said Custom of *London*, or the Statute for Distribution of Intestates Estates; and that such Children, or any of them respectively, shall not be intitled to have or receive out of the other Parts of the personal Estate of the said *A. B.* any other or further Sum or Sums of Money, by Virtue of the said Custom or Statute, than so much only, as together with what will belong or appertain to them respectively, by Virtue of these Presents, will make up and answer his, her or their respective Parts, Shares or Proportions of the said personal Estate, by Virtue of the said Custom and Statute, in such Manner, as if what will so belong or appertain to the said Children, or any of them, by Virtue of these Presents, was added to or made Part of the said personal Estate; And the Provisions which shall be made for these Children, or any of them, by Virtue of these Presents, are intended and agreed by all the said Parties to these Presents, to be taken and esteemed as Money paid by the said *A. B.* in Part of the Advancement of the said Children respectively; And in Case any of the said Children shall by Suit at Law, or in Equity, endeavour to recover any other or further Part of the said personal Estate than shall be agreeable to the true Intent and Meaning of these Presents, every such Child shall forfeit and lose his Share or Part of the Provisions hereby intended to be made for him or her, and the same shall in such Case go and be paid to the Executors or Administrators of the said *A. B.* to be applied and disposed of as Part of his personal Estate; And in case of the Death of any of the said Trustee or Trustees, during the Lives of the said *A. B.* and *C. D.* or the Life of the Survivor of them, it is agreed by and between all the said Parties to these Presents, that they the said *A. B.* and *C. D.* or the Survivor of them, with the Consent of the surviving Trustee or Trustees, or either of them, may

may nominate and appoint some other fit Person or Persons to be Trustee or Trustees of and in the Premises, in the Room or Place of the Trustee or Trustees so dying; and that upon such Nomination or Appointment, the surviving Trustee or Trustees shall assign or convey all and singular the said Trust-Estate in such Manner as that the surviving Trustee or Trustees; and such Person or Persons so to be nominated and appointed, shall from thenceforth be jointly and equally concerned and interested in the several Trusts herein before expressed, in the same or the like Manner as such Survivor or Survivors, and the Party or Parties so dying, would have been in case he or they had not died, and so as often as any Trustee shall happen to die during the Life of the said *A. B.* and *C. D.* or the Survivor of them, such Nomination and Assignment, or Conveyance as aforesaid, shall or may be made in Manner as aforesaid. In Witness, &c.

And such Trustee so nominated, to have the same Power as the Party so dying would have had.

A Marriage-Settlement by Release specially drawn.

THIS Indenture Tripartite, made, &c. Between *T. B.* Esq; eldest Son and Heir of *H. B.* of the first Part, *M. N.* only Daughter and Heir of *J. N.* Esq; of the second Part, and *J. B.* and *T. N.* of the third Part, Witnesseth, That in Consideration of a Marriage intended by God's Permission to be had and solemnized between the said *T. B.* and *M. N.* and of the Conveyance and Settlement herein after made by the said *M. N.* of the Manor, Messuages, Lands, Tenements and Hereditaments, with their Appurtenances, belonging to her, herein after particularly mentioned, being Freehold, and of the Surrender herein after agreed to be made by her of several Lands, Tenements and Hereditaments to her also belonging, being Copyhold, to such Uses, Intents and Purposes, as are herein after expressed; And also in Consideration of such further Advancement and Benefit in Money, Lands and otherwise, as will accrue or arise to the said *T. B.* by the said intended Marriage, and for the settling and assuring of a competent Jointure and Maintenance for the said *M. N.* during her Life, and also for the settling, conveying and assuring of the Manor, Messuages, Lands, Tenements and Hereditaments, with their Appurtenances, belonging to the said *T. B.* herein after particularly mentioned, being Freehold, and for the surrendring and settling of such other Messuages, Lands, Tenements and Hereditaments, with their Appurtenances,

Consideration of Marriage, and of divers Settlements of Lands, &c. to the Uses herein after declared.

And for the settling of a Jointure, &c.

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Covenant of Release, &c.

Habendum to the Releasees for the several Uses herein after declared.

Another Covenant of Release of other Premises, in Trust to secure a Jointure and for other Uses.

belonging to the said *T. B.* as are herein after particularly mentioned, being Copyhold, **To** such Uses, Intents and Purposes, and in such Sort, Manner and Form, as are herein after expressed and declared, and for and in Consideration of five Shillings of lawful Money of *Great Britain* by the said *J. B.* and *T. N.* to the said *T. B.* in Hand, at or before the Sealing and Delivery of these Presents, well and truly paid, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him hereunto moving, he the said *T. B.* hath granted, bargained, sold, released and confirmed, and by these Presents doth grant, bargain, sell, release and confirm unto the said *J. B.* and *T. N.* (in their actual Possession now being, by Virtue of a Bargain and Sale to them made by the said *T. B.* by Indenture Tripartite, between the said *T. B.* on the first Part, the said *M. N.* on the second Part, and the said *J. B.* and *T. N.* on the third Part, bearing Date on the Day next before the Day of the Date of these Presents, in Consideration of five Shillings of lawful *British* Money to him in Hand paid by the said *J. B.* and *T. N.* for the Term of one Year from the Day next before the Day of the Date of the said Indenture, and by Force of the Statute for transferring Uses into Possession) and to their Heirs, **All** that the Manor of, &c. and also all the Estate, Right, Title, Interest, Use, Possession, Property, Benefit, Trust, Claim and Demand whatsoever of him the said *T. B.* of, in, to or out of all and singular the said Manor, Messuages, Lands, Tenements, Hereditaments, and other the Premises herein before mentioned or intended to be hereby granted, bargained, sold or released, or any Part or Parcel thereof in any wise howsoever (except as before excepted); **To have and to hold** the said Manor, Messuages, Lands, Tenements and Hereditaments herein before mentioned or intended to be hereby released, with their and every of their Rights, Members and Appurtenances, (except as before excepted) unto the said *J. B.* and *T. N.* and their Heirs, **To** and for the several Uses, Intents and Purposes herein after declared, expressed, limited or appointed, as well for and concerning the said Premises herein before released by the said *T. B.* as for and concerning the Manor, Lands, Tenements and Hereditaments, with their Appurtenances, herein after mentioned and intended to be hereby released by the said *M. N.* and to and for no other Use, Intent or Purpose whatsoever: **And this Indenture further Witnesseth**, That in Consideration of the said intended Marriage, and of the Jointure and Maintenance intended to be made and provided for the said *M. N.* during the Term of her natural Life, in and by this present Indenture, or pursuant to the Covenants and Agreements herein contained, and for the settling of the Manor, Messuages, Lands, Tenements and Hereditaments, with their Appurtenances, next herein after mentioned, being Freehold, and belonging to her the said *M. N.* **To** and for the Uses,

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Uses, Intents and Purposes herein after mentioned and expressed; And also in Consideration of five Shillings of like lawful Money, by the said *J. B.* and *T. N.* to her the said *M. N.* in Hand, at or before the Sealing and Delivery of these Presents, well and truly paid, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations her hereunto moving, she the said *M. N.* hath bargained, sold, released and confirmed, and by these Presents doth bargain, sell, release and confirm, unto the said *J. B.* and *T. N.* (in their actual Possession now being, by Virtue of a Bargain and Sale to them made by the said *M. N.* by the above-mentioned Indenture Tripartite, bearing Date the Day next before the Day of the Date of these Presents, in Consideration of five Shillings of lawful *British* Money to her in Hand paid by the said *J. B.* and *T. N.* for the Term of one Year from the Day next before the Day of the Date of the said Indenture, and by Force of the Statute for transferring Uses into Possession) and to their Heirs, All that the Manor of, &c. and also all the Estate, Right, Title, Interest, Use, Possession, Property, Benefit, Trust, Claim and Demand whatsoever of her the said *M. N.* of, in, to or out of all and singular the said Manor, Messuages, Lands, Tenements, Hereditaments, and other the Premises herein before mentioned or intended to be hereby by her the said *M. N.* bargained, sold or released, or any Part or Parcel thereof in any wise howsoever; **To have and to hold** the said Manor, Messuages, Lands, Tenements and Hereditaments herein before mentioned or intended to be by the said *M. N.* hereby released, with their and every of their Rights, Members and Appurtenances, unto the said *J. B.* and *T. N.* and their Heirs, **To** and for their several Uses, Intents and Purposes herein after declared, expressed, limited or appointed, (that is to say) As for and concerning all and singular the Premises herein before mentioned or intended to be hereby released by the said *T. B.* as aforesaid, with their Appurtenances, **To the Use and Behoof** of the said *T. B.* his Heirs and Assigns, until the Solemnization of the intended Marriage, and as for and concerning all and singular the Premises herein before mentioned and intended to be hereby released by the said *M. N.* as aforesaid, with their Appurtenances, **To the Use and Behoof** of the said *M. N.* her Heirs and Assigns, until the Solemnization of the said intended Marriage; **And** from and immediately after the Solemnization of the said intended Marriage, **Then** as for and concerning all and singular the Premises herein before mentioned or intended to be hereby released, as well by the said *T. B.* as by the said *M. N.* with their and every of their Appurtenances, **To the Use and Behoof** of the said *T. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and from and after the Determination of that Estate, **To the Use** of the said *J. B.* and *T. N.* their Heirs and

The Premises.

The Habendum in Trust for the Uses following, viz.

Part of the Premises to the Use of the Husband, and other Part to the Use of the Wife, till the Solemnization of the Marriage;

Then to the Husband for Life,

And after his De-
cease to the Use of
the Wife for Life,
with Power to fell
and sell Timber,
&c.

And after her
Decease, to the Use
of the first, second,
third, &c. Son of
the Husband and
Wife lawfully be-
gotten,

and Assigns, for and during the natural Life of the said *T. B.* Upon Trust only for preserving the contingent Uses and Estates herein after limited, and to make Entries for the same, if need shall require; But that the said *J. B.* and *T. N.* their Heirs or Assigns, shall permit and suffer the said *T. B.* and his Assigns, to receive and take the Rents, Issues and Profits thereof, and of every Part thereof, to his and their own Use, and from and immediately after the Death of the said *T. B.* To the Use and Behoof of the said *M. N.* for and during the Term of her natural Life, with full Power and Liberty for her the said *M. N.* and her Assigns, to cut, fell and dispose of all the Woods, Timber, Timber-Trees, and other Trees growing upon or to grow upon any of the Woods, Lands and Wood-Grounds hereby released and conveyed by her the said *M. N.* in such Manner as the same have heretofore been usually cut, felled or disposed of, or may be by the Custom or Usage of the Country in which the same are situate, which said Estate of the said *M. N.* for her Life, is and shall be in Part of her Jointure, which is to be made up and compleated by the Estates for Life intended to be limited to her, of and in the several Copyhold Messuages, Lands, Tenements and Hereditaments herein after-mentioned and intended to be surrendered by the said *T. B.* and *M. N.* and of and in the Freehold, Messuages, Lands, Tenements and Hereditaments intended to be purchased by the said *T. B.* pursuant to the Covenants and Agreements for these Purposes herein after contained, in full Recompence, Lieu and Satisfaction of and for all Dower which the said *M. N.* may or might otherwise have, claim or challenge in all or any the Manors, Messuages, Lands, Tenements or Hereditaments of the said *T. B.* her intended Husband; And from and immediately after the Decease of the said *M. N.* To the Use and Behoof of the first Son of the said *T. B.* on the Body of the said *M. N.* lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully to be begotten; And for Default of such Issue, To the Use and Behoof of the second Son of the said *T. B.* on the Body of the said *M. N.* lawfully to be begotten, and the Heirs Male of the Body of such second Son lawfully to be begotten; And for Default of such Issue, To the Use and Behoof of the third Son of the said *T. B.* on the Body of the said *M. N.* lawfully to be begotten, and the Heirs Male of the Body of such third Son lawfully to be begotten; And for Default of such Issue, To the Use and Behoof of the fourth Son of the said *T. B.* on the Body of the said *M. N.* lawfully to be begotten, and the Heirs Male of the Body of such fourth Son lawfully to be begotten; And for Default of such Issue, To the Use and Behoof of the fifth, sixth, seventh, eighth, ninth, tenth, and all and every other the Son and Sons of the said *T. B.* on the Body of the said *M. N.* lawfully to be begotten, severally and successively one after another in Order and Course,

as they shall be in Seniority of Age and Priority of Birth, and of the several Heirs Male of their several and respective Bodies lawfully to be begotten; the Elder of the said Sons, and the Heirs Male of his Body, being always preferred before the Younger and the Heirs Male of their Bodies; **And** for Default of such Issues, then in case the said *M. N.* shall happen to be Enfeint with Child or Children by the said *T. B.* at the Time of his Death, **To the Use and Behoof** of the said *J. B.* and *T. N.* and their Heirs, until the said *M. N.* shall be of such Child or Children delivered or die, which shall first happen; **In Trust** for the Benefit of such after-born Child or Children: **And** if such after-born Child or after-born Children shall happen to be a Son or Sons, then to the Use of such after-born Son and after-born Sons severally and successively, as they shall be in Priority of Birth, and of the Heirs Male of the Body and Bodies of such after-born Son and after-born Sons; the Elder of such after-born Sons, and the Heirs Male of his Body, being preferred to take before the Younger of such after-born Sons and the Heirs Male of his Body; **And** for Default of such Issue, **To the Use and Behoof** of the said *J. B.* and *T. N.* their Executors, Administrators and Assigns, for and during, and unto the full End and Term of five hundred Years from henceforth next ensuing, and fully to be compleat and ended, without Impeachment of Waste; **Nevertheless** upon such Trusts, and for such Uses, Intents and Purposes, as are herein after declared, touching or concerning the said Term of Years; **And** from and immediately after the End, Expiration, Surrender and other Determination of the said Term of five hundred Years, **Then** to the Use and Behoof of the said *T. B.* his Heirs and Assigns for ever: **And** it is hereby agreed and declared by and between all and every of the said Parties to these Presents, and the true Intent and Meaning of the said Parties, and of these Presents is, **That** the said Term and Estate, so as aforesaid limited to the said *J. B.* and *T. N.* their Executors, Administrators and Assigns for five hundred Years, is upon this special Trust and Confidence, and to the Intent and Purpose, that in case there shall be no such Issue Male of the Body of the said *T. B.* on the Body of the said *M. N.* begotten, or there being such Issue Male, all of them shall happen to die without Heirs Male of their Bodies; before any of them shall attain to the Age of twenty-one Years, and there shall happen to be one or more Daughter or Daughters, of the Body of the said *T. B.* on the Body of the said *M. N.* his intended Wife begotten, living at the Time of Failure of such Issue Male, and the Heirs Male of their Body as aforesaid, or at any Time after; **Then** upon Trust that they the said *J. B.* and *T. N.* or the Survivor of them, or the Executors or Administrators of such Survivor shall and do by Sale or Demise of all or any Part of the said Manors, Messuages, Lands, Tenements, Hereditaments and

And for Default of such Issue to the Use of such Child as the Wife shall happen to be Enfeint with at the Time of the Husband's Death.

And for Default of such Issue, to the Use of the Trustees for five hundred Years upon Trust: Remainder to the Husband in Fee.

Declaration of the Trust of the said Term of five hundred Years, viz.

In case of Failure of Issue Male to raise Portions for Daughters.

Either by Sale or Demise of the Premises.

How the said Portions to be paid.

The Trustees, after the Death of the Husband to pay such yearly Sums for the Education and Maintenance of Daughters, as they shall think fit.

other the said hereby released Premises, for all or any Part of the said Term of five hundred Years, or by and out of the Rents, Issues and Profits of the said Premises or otherwise, as to them in their Discretion shall seem meet, levy and raise, after the Death of the said T. B. or in his Life-time, if he shall signify his Consent therunto by any Writing or Writings under his Hand and Seal, attested by two or more credible Witnesses, such Portion and Portions for such Daughter and Daughters as follows, *viz.* In case of one such Daughter only, then the Sum of sixteen thousand Pounds for such one Daughter; and in case there shall be two or more such Daughters, then the Sum of twenty thousand Pounds for the Portions of such two or more Daughters, to be equally divided between or amongst them, share and share alike. The same Portion and Portions to be paid at such Times, and in such manner, as is herein after mentioned, (that is to say) In case there shall be only one such Daughter, then the said Sum of sixteen thousand Pounds, so to be levied and raised for the Portion of such one Daughter, shall be paid to her at her Age of twenty-one Years, or Day of Marriage, which shall first happen, in case the said T. B. shall be then dead; and in case he shall be then living, then within six Calendar Months next after his Decease, with Interest for the same, from and after his Decease, after the Rate of five Pounds *per Cent. per Ann.* unless the said T. B. shall have appointed or consented to the Payment thereof, as aforesaid, in his Life-time; And in case there shall be two or more such Daughters, then the said Sum of twenty thousand Pounds (so to be levied and raised for the Portions of such two or more Daughters) shall be equally divided and paid unto and amongst such Daughters at their respective Ages of one and twenty Years, or Days of Marriage, which shall first respectively happen, in case the said T. B. shall be then dead; and in case he shall be then living, then within six Calendar Months next after his Decease, with Interest for the same, from and after his Decease, after the Rate of five Pounds *per Cent. per Ann.* unless the said T. B. shall have appointed or consented to the Payment of such Portions, or any of them as aforesaid, in his Life-time; And upon this further Trust, that they the said J. B. and T. N. or the Survivor of them, and his Executors or Administrators, shall and do, after the Death of the said T. B. by and out of the Rents and Profits of the said Manors, Messuages, Lands, Tenements and Premises, so limited to them the said Trustees for the Term of five hundred Years, as aforesaid, or by Mortgaging some Part or Parcel thereof, after the Death of the said T. B. and in the Life of the said M. N. subject to her Estate for Life in the mean time, and until the Portion or Portions of the said Daughter or Daughters shall become payable as aforesaid, raise, levy and pay such yearly Sum or Sums of Money for the Maintenance and Education of such Daughter and Daughters, as

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to the said J. B. and T. N. or the Survivor of them, or his Executors or Administrators, shall seem meet; such yearly Maintenance not exceeding the Interest of their respective Portions, at the Rate of five Pounds *per Cent. per Ann.* And upon this further Trust and Confidence, that the Overplus of the said Rents and Profits over and besides what shall be applied for the Portion or Portions, Maintenance and Maintenances of the said Daughter and Daughters, shall, until some such Portion, or Portions, shall become payable, be paid to the Persons who shall for the time being be next in Remainder or Reversion of the Premises so limited for the said Term of five hundred Years, as aforesaid: **Provided** always, and it is hereby declared, that no such Sale shall be made as aforesaid, until some such Portion or Portions shall become payable as aforesaid; **And** that if any such Daughter or Daughters shall happen to die before her or their Portion or Portions shall become payable as aforesaid, then the Portion or Portions of her or them so dying shall go to, and be equally divided amongst the Survivors and Survivor of them, share and share alike, in case of more than one, and shall be paid at such Time and times, as her or their Original Portion or Portions shall become payable: **Provided** nevertheless, and it is declared and agreed, that no one such Daughter shall by Survivorship, or otherwise, have or be intitled to receive out of the said Premises so limited to the said Trustees as aforesaid, above the Sum of sixteen thousand Pounds intended as aforesaid for the Portion of one Daughter: **Provided** also, and it is hereby declared, that if the said T. B. shall give any Marriage-Portion, or Marriage-Portions, with any such Daughter or Daughters, or any Lands, Tenements or Hereditaments, shall any way descend or come to any such Daughter or Daughters, then such Portions, Lands, Tenements and Hereditaments, shall be reckoned and taken in full (if equal with) or in Part (if not equal with) such Portion or Portions, as is or are hereby intended for such Daughter or Daughters, unless the said T. B. shall, by some Writing under his Hand and Seal, attested by two or more Credible Witnesses, declare the contrary; **And** upon this further Trust and Confidence, that after the said Sum of sixteen thousand Pounds shall be levied and raised for such one Daughter, or the said Sum of twenty thousand Pounds for such two or more Daughters, together with all Costs, Charges and Expences in or about the Levying or Raising thereof; or in case the said T. B. his Heirs or Assigns shall pay the said Sum of sixteen thousand Pounds to such one Daughter, or the said Sum of twenty thousand Pounds to such two or more Daughters, at such time or times as are herein before respectively limited or appointed for Payment thereof, or any Part thereof, that then, or at any time afterwards, they the said J. B. and T. N. their Executors, Administrators and Assigns shall and will, upon the reasonable Request, and at the proper Costs and Charges of the said T. B. his Heirs

And the Overplus of the Rents and Profits to be paid to the next in Remainder.

Provido no Sale to be made till a Portion become payable.

And that if Any such Daughter shall happen to die, her Portion to be divided among the surviving Daughters.

Provido that no one Daughter shall have above sixteen thousand Pounds for her Portion.

Provido in case a Portion be paid, or any Lands, or descend to any such Daughter, the same to be taken in full or in part of her Portion.

Upon farther Trust that if the said Portions shall be paid by the Husband, the Trustees shall surrender to him the said Term of five hundred Years.

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Proviso that the Trustees shall not be answerable the one for the other.

Recital that the Husband is seised of Copyhold Messuages, &c.

Covenant to surrender the same to the Use of himself till the Marriage.

And for the Term of his natural Life.

or Assigns, surrender and yield up the said Estate and Term of five hundred Years to the said *T. B.* his Heirs or Assigns, or to such Person or Persons, as he or they shall direct or appoint: **Provided** likewise, and it is hereby declared and agreed by and between all the said Parties to these Presents, that neither of them the said *J. B.* or *T. N.* nor either of their Heirs, Executors or Administrators, shall in or about the Execution of the said Trusts be answerable or accountable for the Act, Deed, Receipt or Default of the other of them, his Heirs, Executors or Administrators, but each for himself and his own Heirs, Executors and Administrators, and his and their own Acts, Deeds, Receipts or Defaults only; nor shall any of them respectively be answerable or accountable for any Money, which shall be levied or raised out of the said Trust-Estate, but what shall be actually received by them, or their Order respectively: **And whereas** the said *T. B.* stands seised to the Use of him and his Heirs, according to the Customs of the several Manors herein after mentioned, of and in the several Copyhold Messuages, Lands, Tenements and Hereditaments, with their Appurtenances in the said County of *E.* next herein after described and set forth, lying contiguous or near adjoining to several Parts of the above-mentioned Free-hold Premises belonging to the said *T. B.* (that is to say,) all that customary Messuage, &c.—To which said Customary Messuage the said *T. B.* was admitted upon the Surrender of *A. B.* made on or about the tenth Day of *March, Anno Dom. 1690.* as by the Copies of the said several Admissions, and the Court-Rolls of the said several Manors, Relation being thereunto respectively had, may more fully appear: **Now this Indenture further Witnesseth,** That the said *T. B.* in Consideration of the said intended Marriage, and for the other Considerations above-mentioned, doth hereby covenant, promise and agree to and with the said *J. B.* and *T. N.* their Heirs and Assigns, that he the said *T. B.* shall and will, within one Month next ensuing the Date of these Presents, according to the Customs of the said respective Manors, whereof the above mentioned Copyhold Messuages, Lands, Tenements and Hereditaments belonging to the said *T. B.* are respectively holden, surrender into the Hands of the Lords of the said respective Manors, the said several and respective Messuages, Lands, Tenements and Hereditaments, which are respectively held of the said Manors, and all other the Customary Messuages, Lands, Tenements and Hereditaments of him the said *T. B.* or of any other Person or Persons in Trust for him, holden of the said respective Manors by Copy of Court-Roll, with their and every of their Appurtenances, to the Use of the said *T. B.* his Heirs and Assigns, until the Solemnization of the said intended Marriage, and from and immediately after the Solemnization of the said intended Marriage, to the Use of the said *T. B.* during the Term of his Natural Life, and after the Determination

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mination of that Estate, to the Use of the said *J. B.* and *T. N.* and their Heirs, during the Natural Life of the said *T. B.* In Trust to preserve the Contingent Remainders, herein after to be limited, and to make Entries for the same if needful, but not to convert the Rents, Issues or Profits thereof, to their or any of their own Use, And from and immediately after the Decease of the said *T. B.* to the Use of the said *M. N.* for the Term of her Natural Life, with all such other Remainders and Limitations over as are herein before expressed, limited or appointed, touching or concerning the Freehold Manors, Messuages, Lands, Tenements and Hereditaments herein before mentioned or intended to be hereby released as aforesaid; And further, That he the said *T. B.* shall and will, at his own proper Costs and Charges, at the first Court which shall be held for the said respective Manors, next after the Solemnization of the said intended Marriage, cause or procure the said *M. N.* to be admitted Tenant, according to the Customs of the said respective Manors, for the Term of her Natural Life, of or to the several Copyhold Premises holden of the said Manors respectively as aforesaid: And whereas the said *M. N.* stands seised, to the Use of her and her Heirs, according to the Custom of the Manor of *B.* in the County of *B.* of and in all that Messuage, &c. — To which said Copyhold Premises the said *M. N.* was admitted upon or about the tenth Day of May, Anno Dom. 1712. as Daughter and Heir of the above-named *J. N.* her late Father: Now this Indenture further Witnesseth, that the said *M. N.* in Consideration of the said intended Marriage, and for the several other Considerations above-mentioned, doth hereby covenant and agree with the said *J. B.* and *T. N.* their Heirs and Assigns, that she the said *M. N.* shall and will within one Month next after the Date of these Presents, according to the Custom of the said Manor of *B.* surrender into the Hands of the Lord of the said Manor the said last mentioned Copyhold Messuages, &c. and all other her Customary Messuages, Lands, Tenements and Hereditaments, with their Appurtenances, holden of the said Manor, To the Use of the said *M. N.* her Heirs and Assigns, until the Solemnization of the said intended Marriage, and from and immediately after the Solemnization of the said intended Marriage, to such Uses, Intents and Purposes as the Copyhold Premises belonging to the said *T. B.* are herein above agreed to be surrendered: Provided always, and it is hereby declared and agreed by and between all the Parties to these Presents, that if the Lords of the said several Manors, of whom the said Copyhold Premises belonging to the said *T. B.* or *M. N.* are respectively holden, or any of them, shall not think fit to admit or accept the Surrender of the said Copyhold Premises, holden of their respective Manors, to the Use of the said *J. B.* and *T. N.* their Executors, Administrators and Assigns, for the above-mentioned Term of five hundred Years, upon the Trusts, and for the

And after the Determination of that Estate, to the Trustees, in Trust to preserve the contingent Remainders, and after his Decease to the Use of the Wife for Life, with such Limitations and Remainders as are above limited of the Freehold Estate.

Covenant that the Husband shall procure the Wife to be admitted, &c.

Recital that the Wife is seised of several Copyhold Estates.

Covenant that she will surrender the same to the same Uses as the Copyhold Premises belonging to the Husband are agreed to be surrender'd.

Proviso that if the Lords of the Manors will not accept of such Surrenders to the Use of the Trustees, then, in Default of Issue male, the same shall be limited to their Use to raise Daughters Portion.

Intents and Purposes herein above expressed; Then instead of the Limitation of such Parts of the said Copyhold Premises respectively, whereof such Surrender or Surrenders to that Use shall not be admitted or accepted, the same shall be respectively limited in Default of Sons or their Issue, in case there be any Daughter or Daughters of the said T. B. by the said M. N. living at the Time of the Death of the said M. N. to the Use of the said J. B. and T. N. their Heirs and Assigns, until such Portion or Portions, as aforesaid, for one or more such Daughter or Daughters shall be levied, raised and paid; And in Trust, that they the said J. B. and T. N. their Heirs or Assigns shall levy, raise and pay such Portion or Portions, as well by or out of the said Copyhold Premises, as the Freehold Premises herein above-mentioned, or some Part or Parcel thereof, in such Manner, and at such Time or Times, as the said J. B. and T. N. their Executors, Administrators or Assigns are directed or empowered to levy, raise or pay the same in or by this present Indenture, out of the Freehold Premises so limited to them as aforesaid, for the Term of five hundred Years; And from and after the levying raising and paying of the said Portion or Portions, and all Costs, Charges and Expences, in and about the same, And in case there shall be no such Daughter or Daughters living at the Time of the Death of the said M. N. then to the Use of the said T. B. his Heirs and Assigns for ever: And whereas it is agreed between the said T. B. and M. N. that the said several Freehold and Copyhold Premises are and shall be taken to be of the clear yearly Value of four hundred and seventy-two Pounds, and that other Freehold Messuages, Lands, Tenements and Hereditaments of the clear yearly Value of three hundred and thirty Pounds, above all Charges and Reprizes, (except Parliamentary Taxes) shall be with all convenient Speed purchased by the said T. B. and conveyed and settled to, for, or upon the same Uses, Trusts, Intents and Purposes, as the said Freehold Premises herein above-mentioned are by this present Indenture conveyed or settled, or mentioned or intended to be conveyed or settled: And whereas the said T. B. for better securing the Performance of the said Agreement, hath by Indenture under his Hand and Seal, bearing even Date with these Presents, assigned and transferred to the said J. B. and T. N. their Executors, Administrators and Assigns, the several Annuity-Orders particularly mention'd in the Schedule hereunto annex'd, together with the several Tallies thereunto belonging, which Annuities amount in the whole to the Sum of two hundred and fifty Pounds *per Ann.* and are payable at the Receipt of his Majesty's *Exchequer*, out of the Duties on Coals, Culm, Cinders, &c. for the Remainder of a Term of ninety-nine Years, commencing from the twenty-fifth Day of *March* in the Year of our Lord one thousand seven hundred and six; And hath also assign'd by Indorsement under his Hand, bearing even Date with these Presents,

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the several Orders in the Class-Lotteries of the Years One thousand seven hundred and eleven and One thousand seven hundred and twelve, in the said Schedule hereunto annexed particularly mentioned and describ'd, for Payment of several Sums of Money, amounting in the whole to the Sum of Two thousand six hundred seventy-five Pounds Principal Money, with Interest for the same, till the respective Times of Payment thereof, after the Rate of six Pounds per Cent. per Ann. amounting together to One hundred sixty Pounds ten Shillings per Ann. as by the said Indenture, and the said Annuity and Class Orders, Relation being thereunto had, may more fully appear; which said Orders, and the Annuities and other Sums of Money thereby payable, are, according to the present Value of Securities of the like Sort, now worth to be sold the Sum of seven thousand and fifty Pounds of lawful *British* Money: It is hereby declared, consented to, concluded and agreed by and between all the said Parties to these Presents, that the said Annuity-Orders and Class-Orders, and the several Annuities, and all other Sums of Money thereupon or thereby payable, or to become payable, are so assigned to the said *J. B.* and *T. N.* their Executors, Administrators and Assigns as aforesaid, Upon the Trust, and to and for the Uses, Intents and Purposes herein after expressed, touching or concerning the same, (that is to say) Upon Trust, That they the said *J. B.* and *T. N.* their Executors, Administrators or Assigns, shall sell and dispose of the said Orders, or any of them, and the said Annuities, and all other Sums of Money thereby respectively payable from Time to Time, as there shall be Occasion for making such Purchases as are herein after mentioned, or when thereunto requested by the said *T. B.* and *M. N.* or the Survivor of them, by Writing under their Hands, or the Hands of the Survivor of them, attested by two or more credible Witnesses; and that the Money arising by the Sale thereof, or any Part thereof, shall be paid, laid out and applied, in, for or about the purchasing of Freehold Lands, Tenements or Hereditaments, of the clear yearly Value of three hundred and thirty Pounds over and above all Charges and Reprizes, (except Parliamentary Taxes) which Lands, Tenements and Hereditaments, are to be purchased with all convenient Speed, pursuant to the aforesaid Agreement, either together or in Parcels, to be approved of by the said *T. B.* and *M. N.* or the Survivor of them, by Writing under their Hands, or the Hand of the Survivor of them, attested as aforesaid; Or in case of both their Deaths, before such Purchase or Purchases to such yearly Value as aforesaid shall be so approved, then the Purchase of the said Lands, Tenements and Hereditaments, shall be approved of in Manner as aforesaid, by the Executors or Administrators of the Survivor of them, the said *T. B.* and *M. N.* and the said *J. B.* and *T. N.* or the Survivor of them, or the Executors or Administrators of such

Survivor:

Upon Trust that this said Trustes shall purchase the said Freehold Lands, etc.

As shall be approved of by the Husband and Wife.

Or in case of their Death, by their Executors or Administrators, or by the Trustees, or their Executors or Administrators.

Covenant that the said Lands, &c. when purchased shall be settled to the same Uses as the Freehold Estates above mentioned are settled.

Covenant that until such Purchase, the Profits of the said Annuity and Class-Orders shall go to such Persons as would be intitled to the Lands if purchased.

Proviso that the Trustees may purchase such Copyhold Lands as are intermix'd with the Freehold.

Agreement how the said Orders shall be kept till they are sold.

And after the said Purchase, the Profits of the said Annuity and Class-Orders shall go to such Persons as would be intitled to the Lands if purchased.

Proviso that the Trustees may purchase such Copyhold Lands as are intermix'd with the Freehold.

Survivor: And that the said Lands, Tenements and Hereditaments when so purchased, and every Part and Parcel thereof, with their Appurtenances, shall at the Time of every such Purchase respectively be conveyed, settled and assured, to, for and upon the same Uses, Trusts, Intents and Purposes, as the said Freehold Manors, Lands, Tenements and Hereditaments herein above mentioned and intended to be hereby released by the said T. B. are conveyed, settled, limited or appointed, or such of the said Trusts, Uses, Intents or Purposes, as shall not before that Time have been determined; And upon further Trust, That until the said Annuity and Class-Orders shall be all sold, the said Annuities and Interest Money, and all other yearly Profits arising by or upon the said Orders, or any of them respectively remaining unsold, and also all the Interest and other Profits which shall be made or proceed by or from the Money arising by the Sale of the said Orders, or any of them, until such Money shall be paid and laid out in the Purchase of such Lands, Tenements and Hereditaments, as aforesaid, shall from Time to Time go and be paid to such Person and Persons who should or would be intitled to the Rents or Profits of the Lands, Tenements or Hereditaments, intended to be purchased with the said Money, in case the same had been so purchased and settled, according to the true Intent and Meaning of these Presents; Provided nevertheless, and it is agreed between all the said Parties to these Presents, That if any Lands, Tenements or Hereditaments, being Copyhold of Inheritance, shall happen to lie intermixed with or contiguous to any Freehold Estate which shall be thought fit to be purchased with any Part of the said Trust-Money, and shall be approved of as aforesaid, then such Copyhold Lands, Tenements or Hereditaments, may be purchased and paid for out of the said Trust-Money, and settled to the Uses aforesaid; any Thing herein before contained to the contrary notwithstanding, so as such Copyhold Lands, Tenements and Hereditaments, do not exceed in the whole the annual Sum or annual Rent of thirty Pounds: And further, that the said Orders, until the same shall be respectively sold as aforesaid, and the Tallies thereunto belonging, shall be kept lock'd up in a Chest or strong Box, to be provided for that Purpose, with four Locks and Keys, one of which Keys shall be kept by the said J. B. his Executors or Administrators, another by the said T. N. his Executors or Administrators, another by the said T. B. his Executors or Administrators, and the other by the said M. N. her Executors or Administrators, excepting only when it shall be necessary for the said Orders to be carried to the proper Offices for having the said Annuities and Interest directed and paid thereupon, for which Purpose the same shall so often be delivered out of the said Chest or Box to the said T. B. during his natural Life, and after his Decease to the said M. N. during her natural Life,

Life, and the said Orders shall from Time to Time be return'd again by them respectively, with all convenient Speed, to the said Chest or Box, and there locked up as aforesaid: And that the Money which shall arise by the Sale of any of the said Orders, and all such Sum and Sums of Money as shall happen to be paid by the Government, for or on Account of the Principal Money mentioned in the said Class-Orders, or any of them, or in Satisfaction or Discharge of the said Annuities, or any of them, shall from Time to Time, until the same shall be laid out in the Purchase of such Lands, Tenements or Hereditaments as aforesaid, be placed out or disposed of on such Securities, or invested in such publick Stocks or Funds, as the said T. B. and M. N. or the Survivor of them, his or her Executors or Administrators, shall by Writing under their Hands, or the Hand of the Survivor of them, or of his or her Executors or Administrators, direct, order or appoint; And that neither of them the said J. B. or T. N. nor either of their Heirs, Executors or Administrators, shall be answerable or accountable for the Act, Deed, Receipt or Default of the other of them, his Heirs, Executors or Administrators, but each for himself and his own Heirs, Executors and Administrators, and his or their own Acts, Deeds, Receipts and Defaults only; nor shall any of them respectively be answerable for any Money but what shall be actually received by them, or their Order respectively; And that they the said J. B. and T. N. their Heirs, Executors and Administrators, shall and may have, take, receive, deduct, retain and keep by and out of the said Orders, and the Annuities and Interest thereby payable, or by and out of the Money arising by the Sale or Disposition thereof, or which shall be paid in Discharge of the said Orders, or the Interest or other Profits which shall proceed from such Money, all such Costs, Charges, Expences, Sum and Sums of Money as they or any of them respectively shall or may expend, pay, lay out, disburse or be put unto, for or about, touching or concerning the several Trusts hereby in them reposed, relating to the said Annuity and Class-Orders, and the purchasing of such Estate or Estates, as aforesaid, or in or about the Discharge or Execution thereof, or any Part thereof, in any wise howsoever: And the said T. B. for himself, his Heirs, Executors and Administrators, doth hereby covenant and promise to and with the said J. B. and T. N. their Executors and Administrators, that in case a greater Sum of Money, than the above-mentioned Sum of seven thousand and fifty Pounds shall be necessary for the compleating such Purchase of Lands, Tenements or Hereditaments, as aforesaid, of the clear yearly Value of three hundred and thirty Pounds above Charges and Reprizes, (excepting Parliamentary Taxes) he the said T. B. his Heirs, Executors or Administrators, shall and will advance and pay such greater or farther Sum of Money

And that the Money arising by such Sale shall be plac'd out in such Publick Stocks as the Trustees, &c. shall think fit, till it be laid out in such Purchase as aforesaid.

Covenant that the Trustees shall not be answerable the one for the other;

And that they may reimburse themselves all their Expences, &c.

Covenant that in case a greater Sum be requir'd to make the said Purchase, than the said Orders, &c. shall raise, then the Husband to advance the same.

Covenant that the Husband shall have the Surplus Money, if any be, after the Purchase made.

Proviso, that any of the Parties who shall be in Possession of the Premises may Lease any or all of them, for any Term not exceeding twenty-one Years, reserving at least such a Rent as is now yearly reserved.

Covenant that the Grantor is lawfully seized in Fee Simple of and in all the Premises, as well Freehold as Copyhold.

when and as soon as the same shall be wanted for that Purpose. And it is agreed between all the said Parties to these Presents, that if, after the said Lands, Tenements and Hereditaments, of such clear yearly Value as aforesaid, shall be fully purchased, and the Costs and Charges relating thereto paid and discharged, there shall be any Surplus or Remainder of the Money payable by the said Orders, or arising by or from the same, such Surplus or Remainder of the Money, payable by the said Orders, or arising by or from the same, shall belong and be paid to the said T. B. his Executors, Administrators or Assigns, to or for his or their own Use and Behoof: **Provided** always, and it is declared, concluded and fully agreed unto, by and between all and every the Parties to these Presents, **That** it shall and may be lawful to and for the said T. B. from Time to Time, during his Life, and also to and for the said M. N. after his Decease, if she shall happen to survive him, and all and every other Person and Persons who shall be in Possession of the above-mentioned Freehold and Copyhold Premises, or any Part thereof, by Virtue of any of the Uses or Limitations herein contained, by any Writing or Writings under his, her, or their Hand and Seal, or Hands or Seals, to demise, grant, lease, limit or appoint, all or any Part of the said Freehold or Copyhold Manors, Messuages, Lands, Tenements, Hereditaments and Premises herein above-mentioned and intended to be conveyed, limited or settled, or which shall be purchased in Pursuance of the aforesaid Agreement, to any Person or Persons whatsoever, for the Term of twenty-one Years, or for any Term or Number of Years not exceeding twenty-one Years in Possession, so as upon every such Lease or Leases, Demise or Demises, so much yearly Rent as is now yearly reserved or paid for the Premises thereby to be leased or demised, or a greater Rent, or a proportionable Part at least of such Rent as is now yearly reserved, where only Part of the Premises now letten shall be so leased or demised, shall be reserved, to continue due and payable during the said several Leases and Demises, to such Person or Persons as shall from Time to Time be intitled to the next and immediate Reversion, Remainder or Inheritance of the said leased and demised Premises, expectant upon the Determination of such Lease or Leases, Demise or Demises, and so as the same be not dispendable for Waste. And the said T. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said J. B. and T. N. their Executors and Administrators by these Presents, in Manner and Form following; (that is to say) That he the said T. B. for and notwithstanding any Act, Matter or Thing by him or the said H. B. his late Father deceased, had, made, committed, done, or wittingly or willingly suffered to the contrary, (except as is herein after excepted) at

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and immediately before the Sealing and Delivery of this present Indenture, is solely, lawfully, rightfully and absolutely seised of and in all and singular the said Freehold Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted or released, or mentioned or intended to be granted or released by him, with their Appurtenances, of a good, sure, perfect and indefeasible Estate of Inheritance in Fee-simple, and is lawfully and rightfully seised of and in all and singular the said Copyhold Lands, Tenements and Hereditaments by him herein before covenanted to be surrendered, with their Appurtenances, of a good, sure, absolute and indefeasible Estate of Inheritance, according to the Custom of the several Manors whereof the same are respectively holden; And now hath in himself full Power and lawful and absolute Authority to bargain, sell, convey, release and surrender the said Freehold and Copyhold Premises, and every Part and Parcel thereof, unto the said *T. B.* and *T. N.* their Heirs and Assigns, *Co* or for the Uses, Intents and Purposes herein before-mentioned, touching or concerning the same, and in Manner and Form aforesaid; And that all the said Premises now are and be, and so from henceforth shall remain and continue free and clear, or otherwise by him the said *T. B.* his Heirs, Executors, Administrators or Assigns, well and sufficiently saved, kept harmless and indemnified, of, from and against all and all Manner of former and other Gifts, Grants, Leases, Estates, Titles, Troubles, Charges and Incumbrances whatsoever had, made, committed, done, or wittingly or willingly suffered by the said *T. B.* and *H. B.* or either of them, or by, through, with or under their or either of their Act, Means, Consent, Neglect, Default, Privity or Procurement; Except one Indenture of Lease, bearing Date in or about the seventeenth Day of September, Anno Domini 1714. made by the said *T. B.* to *R. A.* of all that Messuage called, *&c.* and such other Parts of the Freehold Premises as are herein above-mentioned to be now or late in the Tenure or Occupation of the said *R. A.* (except as in the said Lease is excepted) for twenty-one Years from Michaelmas next after the Date hereof, at Two hundred Pounds per Annum, payable Half-yearly; And also one other Indenture of Lease, bearing Date on or about the twenty-ninth Day of September in the said Year 1714. made by the said *T. B.* to *A. N.* of the said Messuage called, *&c.* and all such other Parts of the said Freehold and Copyhold Premises, as are herein above-mentioned to be now or late in his Tenure or Occupation for twenty-one Years from Michaelmas next after the Date thereof, at forty-two Pounds per Annum, payable Half-yearly; And also Except the Remainder of a Term of Five hundred Years of Parcel of the Demesnes of the said Manor of, *&c.* demised by *A. B.* Esq; by Indenture bearing Date on or about the fourth Day

And hath full Power to bargain and convey the same,

To the Uses before-mentioned.

Covenant that the Premises are free from all Incumbrances,

Except two Indentures of Lease,

And the Remainder of a Term of Five hundred Years;

Except also the
Rents, &c. due to
the Chief Lords,
&c.

Covenant to make
further Assurance,
&c.

Day of *October*, *Anno Domini 1695.* to *W. R.* commencing from the Date thereof, at a Pepper-Corn Rent, which said Remainder of the said Term is become vested in *J. R.* In Trust for the said *T. B.* that the said Term and Estate should attend and wait upon the Freehold and Inheritance of the Premises then agreed to be conveyed to the said *T. B.* and his Heirs, and to protect the same from mean Incumbrances; And also Except the Rents and Services due, or to grow due, to the Chief Lord or Lords of whom the said Freehold and Copyhold Premises are holden, for or in Respect of his or their Fee or Seigniority. And further, That he the said *T. B.* and his Heirs, and all and every other Person or Persons whatsoever, having or claiming any Estate or Interest, of, in, to or out of the said Freehold or Copyhold Premises, or any Part or Parcel thereof, from, by or under him, shall and will from Time to Time, and at all Times hereafter, at or upon the reasonable Request of the said *J. B.* and *T. N.* their Heirs or Assigns, make, do, acknowledge, levy, execute and suffer, or cause to be made, done, acknowledged, levied, executed and suffered, all and every such further and other reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, for the better and more perfect surrendring, assuring, settling and confirming of all and singular the said Premises herein before-mentioned, or hereby intended or agreed to be released, surrendred, settled or assured, or any Part or Parcel thereof, To the Uses, Intents and Purposes herein before expressed or declared, concerning the same respectively, as by the said *J. B.* and *T. N.* their Heirs or Assigns, or their or any of their Counsel learned in the Law shall be reasonably devised, advised or required, so as the same contain no further or other Warranty than against the Acts of the Persons making the same, and so as for the making thereof the Persons who shall be required to make the same be not compelled or compellable to go or travel from their respective Places of Abode. In Witness whereof all the Parties first above-named have to three Parts hereof, all of the same Date and Tenor, set their Hands and Seals the Day and Year first above-written.

A

A Settlement after Marriage.

THIS Indenture Tripartite, made, &c. Between Sir J. T. of, &c. Knight, of the first Part, the Right Honourable R. Earl of S. and the Right Honourable the Lady F. Countess of S. his Wife, of the second Part, and E. B. of, &c. and H. J. of, &c. of the third Part, Witnesseth, That for the charging, conveying, settling and assuring of the Manor, Lands, Tenements and Hereditaments herein after mentioned, in such Manner as is herein after contained, and also for and in Consideration of the Sum of ten Shillings of lawful Money of Great Britain, by them the said E. B. and H. J. to him the said Sir J. T. and also of the further Sum of ten Shillings to the said R. Earl of S. and F. Countess of S. his Wife, in Hand paid before the Sealing and Delivery hereof, the Receipt whereof they the said Sir J. T. R. Earl of S. and F. Countess of S. his Wife, do hereby severally acknowledge, and thereof and therefrom do, and each of them doth hereby acquit, exonerate and discharge the said E. B. and H. J. their Heirs, Executors and Administrators, by these Presents, he the said Sir J. T. doth by and with the Consent, and at the Desire and Appointment of the said R. Earl of S. and the said F. Countess of S. his Wife, testified by their being Parties to, and signing and sealing hereof, grant, bargain, sell, release and confirm; And the said R. Earl of S. and the said F. Countess of S. his Wife, do hereby grant, bargain, sell, release and confirm, unto the said E. B. and H. J. and their Heirs, in their actual Possession now being, by Virtue of an Indenture of Bargain and Sale for a Year, to them the said E. B. and H. J. by him the said Sir J. T. thereof made, which said Bargain and Sale for a Year bears Date the Day next before the Day of the Date of these Presents, and by Force and Virtue of the Statute for transferring of Uses into Possession, All that the Manor and Lordship of T. alias F. in the County of G. with all the Rights, Members and Appurtenances thereof, and all and every the Messuages, Houses, Buildings, Barns, Stables, Orchards, Gardens, Backsides, Mills, Tofts, Cottages, Lands, Meadows, Feedings, Pastures, Marshes, Woods, Underwoods, Commons, Waters, Fishings, Rents, Reversions, Services, Annuities, Fee-Farms and Rents whatsoever reserved upon any Lease or Demise of the Premises, or of any Part thereof, Knights-Fees, Escheats, Reliefs, Court-Leets, Views of Frankpledge, Goods and Chattels waived, estrayed, Felons and Fugitives Goods, Free-Warrens, and all other Rights, Jurisdictions, Privileges and Hereditaments whatsoever, with their Appurtenances, to the said Manor or Lordship belonging or appertaining, or to or with the same Manor or Lordship;

(3)

Consideration.

Grant of a Rent-charge of 50 l. per Annum,

By Virtue of an Indenture of Bargain and Sale.

The Parcels.

Settlements.

Reversion and
Reversions.

Habendum.

The Uses to the
Grantor and his
Heirs; chargeable
with the Payment
of 50*l.* per Annum,

To the Trustees
for the Life of the
Countess.

Free from Taxes,
&c.

or any Part thereof, used or enjoyed, or reputed or taken as Part, Parcel or Member thereof, or of any Part thereof, or as belonging thereunto; **And** also the Advowson, Donation, Presentation, and free Disposition of the Rectory or Parsonage of *T. alias F.* aforesaid, and all and every the Tenths, Tithes and Glebe-Lands, to the said Rectory or Parsonage belonging or appertaining, and all and every the Messuages, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Rents, Reversions, Services, Woods, Waters, Fishings, Ways, Waste Grounds, Commons and Hereditaments whatsoever of him the said Sir *J. T.* and situate, lying, and being in *T. alias F.* aforesaid in the said County of *G.* with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders of the Premises, and all and every the yearly and other Rents and Profits reserved due and payable upon any Demise, Lease or Leases of the Premises, and every Part and Parcel thereof, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said Sir *J. T. R.* Earl of *S.* and *F.* his Wife, or any or either of them, of, in, to and out of the Premises, every or any of them, and every or any Part or Parcel thereof; **To have and to hold** all and singular the said Manor, Advowson, Messuages, Lands, Tenements and Hereditaments, with the Appurtenances above hereby released, or so mentioned or meant to be released, unto the said *E. B.* and *H. J.* and their Heirs and Assigns, upon, to and for the Uses, Trusts, Intents and Purposes, and with, under and subject to the Agreements herein after on such behalf contained, limited, declared and agreed, but upon, with, under, to or for no other Use, Trust, Intent and Purpose whatsoever, (that is to say) To and for the Use of the said *R.* Earl of *S.* his Heirs and Assigns for ever, charged and chargeable nevertheless with the Payment to the said *E. B.* and *H. J.* and the Survivor of them, and the Heirs and Assigns of the Survivor of them, for and during the Life of the said *F.* Countess of *S.* one Annuity or yearly Sum of Fifty Pounds of lawful Money of Great Britain, from and out of the Premises, every or any of them, or any Part or Parts thereof, payable at the two most usual Feast-Days or Times in the Year of or for Payment thereof (that is to say) The Feast-Day of St. *Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions; the first Payment thereof being to be made and paid on the Feast-Day of St. *Michael* the Archangel next ensuing the the Day of the Date of these Presents, and all such Payments being to be had, recovered and enjoyed without and free of all and all manner of Charges and Deductions, Defalcations and Abatements whatsoever, of, for or in Respect of all, every or any Taxes, Impositions, Rates and Duties upon or by reason or means of every or any present and future Act or Acts of Parliament, and otherwise howsoever: **And** to this further Intent

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or Purpose; **And** it is hereby agreed and declared by and between the said Parties to these Presents, That the said Annuity or yearly Sum of Fifty Pounds so limited unto the said *E. B.* and *H. J.* as aforesaid, is upon this special Trust and Confidence, and to the Intent and Purpose that the said *E. B.* and *H. J.* shall pay and dispose of the said Annuity or yearly Sum of fifty Pounds, as the same shall be received (not unto the said *R. Earl of S.* or as he shall appoint, but) unto such Person and Persons only, and for such Uses and Purposes only, or otherwise suffer the same to be received by such Person or Persons only, as the said *F. Countess of S.* by any Writing signed by her with her Name of her own proper Hand Writing, in the Presence of two or more credible Witnesses (notwithstanding her Coverture) shall direct or appoint: **And** it is declared and agreed by and between the said Parties hereunto, that the Receipt or Acquittance of the said *F.* (notwithstanding her Coverture) shall from Time to Time be a sufficient Discharge unto the said *E. B.* and *H. J.* and their Heirs, and to any other Person or Persons who shall pay the same Rent, or any Part thereof, for the same or for so much thereof as he or they shall so pay, notwithstanding the Coverture of the said *F.* against the said *R. Earl of S.* or any other Person or Persons concerned therein, of which said Annuity or yearly Sum of fifty Pounds, the said *R. Earl of S.* or his Assigns shall not have any Power over, nor shall meddle therewith in any Sort, nor shall the same be liable to his Debts, Acts or Dispositions in any wise; **And** to the Intent and Purpose also, that so often as it shall happen that the said Annuity or yearly Sum of fifty Pounds at any Time to be behind or unpaid in Part or in all, at and after any of the said Days whereon the same ought to be paid as aforesaid; **That** then and so often it shall and may be lawful to and for the said *E. B.* and *H. J.* and the Survivor of them, and the Heirs of the Survivor of them, to enter into and upon the said Manor, Lands, Tenements, Hereditaments and Premises, out of which the said Rent is limited and appointed to be issuing, and into and upon every or any Part thereof, and there to distrain for the same and all Arrears thereof, and such Distress or Distresses to detain and keep until they the said *E. B.* and *H. J.* or the Survivor of them or the Heirs of the Survivor of them, shall have fully received the same for the Trusts and Intents aforesaid; **And** the said Sir *J. T.* and *R. Earl of S.* do hereby covenant, grant, conclude and agree, to and with the said *E. B.* and *H. J.* that they the said Sir *J. T.* *R. Earl of S.* and *F. Countess of S.* his Wife, shall and will before the End of *Michaelmas* Term next ensuing the Date of these Presents, acknowledge and levy in due Form of Law unto the said *E. B.* and *H. J.* and the Heirs of one of them, in his Majesty's Court of Common Pleas at *Westminster*, one Fine *Sur Conuizance de droit come rea*, &c. with

Her Receipt notwithstanding her Coverture to be a good Discharge.

Power to distrain upon Nonpayment.

Covenant to levy a Fine.

The Parcels.

Uses as before appointed.

Covenant that the former Trustee hath not incumbered.

And for further Assurance.

with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of and in All that the aforesaid Manor or Lordship of *T. alias F. &c.* and also all and every other the Messuages, Lands, Tenements, Hereditaments and Premises, herein and hereby by the said Sir *J. T. R.* Earl of *S.* and *F.* any or either of them, to the said *E. B.* and *H. J.* granted, bargained, sold, released and confirmed, or meant, mentioned or intended to be herein and hereby granted, bargained, sold, released and confirmed, with their and every of their Appurtenances, by the Name of the Manor of *T. alias F.* with the Appurtenances, and fourteen Messuages, fourteen Gardens, two thousand Acres of Land, sixty Acres of Meadow, eighty Acres of Pasture, and sixteen Acres of Wood, with the Appurtenances in *T. alias F.* and also the Advowson of the Church of *T. alias F.* in the County of *G.* or by such other Names, Descriptions, Quantities and Qualities as by the said *E. B.* and *H. J.* or their Counsel learned in the Law shall be thought fit and convenient, which said Fine, and every or any other Fine or Fines so or in any other Manner to be had, acknowledged, levied and executed of the said Manor, Rectory, Messuages, Lands, Tenements, Hereditaments and Premises, or any of them, or any Part or Parcel thereof, with their and every of their Appurtenances, by and between the said Parties to these Presents, or any of them, shall be and enure, and shall be and is herein and hereby by and between all and every of the said Parties to these Presents agreed to be and enure, and shall be adjudged, deemed and taken to be and enure, ~~To and for~~ the Uses, Intents and Purposes, and to such Person and Persons, and for such Estate and Estates, and subject to such Charges, Limitations and Agreements as are herein before in such behalf mentioned, limited and appointed, and to or for no other Use, Intent or Purpose whatsoever: And the said Sir *J. T.* doth hereby for himself, his Executors and Administrators, covenant, promise, grant and agree, to and with the said Earl, his Heirs and Assigns, that he the said Sir *J. T.* hath not done any Act, Matter or thing whatsoever, whereby to charge or incumber the herein before granted and released Premises, nor any Part or Parcel thereof in any Manner whatsoever: And also, that he the said Sir *J. T.* and his Heirs, shall and will at any Time within the Space of, *&c.* Years next ensuing the Date hereof, upon the reasonable Request, and at the Costs and Charges in the Law of the said *R.* Earl of *S.* his Heirs or Assigns, make, do, acknowledge, levy and execute, or cause or procure to be made, done, acknowledged, levied and executed, such further and other lawful and reasonable Act and Acts, Thing and Things, Devices and Assurances in the Law, for the further, better and more absolute assuring and sure-making of the aforesaid Premises to the Uses, Trusts, Intents and Purposes herein before particularly mention'd,

as by the said R. Earl of S. his Heirs or Assigns; or his or their Counsel learned in the Law; shall be devised, advised or required: **Provided** that such Conveyance contain no further or other Warranty or Covenants than are in these Presents, and also that such Person or Persons who shall make such Assurance be not compelled or compellable to travel further than the Cities of *London* or *Westminster* for the doing thereof. In Witness, &c.

Provided

A Grant of a Rent for a Marriage-Settlement.

THIS Indenture made, &c. Between E. G. of, &c. of the one Part, and R. R. and J. G. Son and Heir Apparent of the said E. G. of the other Part: **Whereas** there is a Marriage intended shortly to be had and solemnized betwixt the said J. G. and A. R. Daughter of the said R. R. **Now this Indenture Witnesseth**, That for and in Consideration of the said intended Marriage, and of the Sum of ten thousand Pounds of current Money of *Great Britain*, to him the said E. G. as the Marriage-Portion of the said A. by the said R. R. at or before the Ensealing and Delivery of these Presents well and truly paid, the Receipt whereof the said E. G. doth hereby acknowledge; **And** for providing a present Maintenance for the said J. G. and A. R. during the Life of the said E. G. in case the said intended Marriage shall take Effect; he the said E. G. hath given, granted and confirmed, and by these Presents doth give, grant and confirm unto the said J. G. one Annuity or yearly Rent-charge of eight hundred Pounds of lawful Money of *Great Britain* to be yearly issuing and going out of the Manor or Lordship of D. and all and singular the Messuages, Lands, Tenements and Hereditaments whatsoever of the said E. G. situate, lying and being in the said Parish of D. in the said County of, &c. **To have and to hold**, perceive, and yearly to receive, take and enjoy the said Annuity or yearly Rent-charge of eight hundred Pounds to the said J. G. and his Assigns, for and during the Term of ninety-nine Years, commencing immediately from and after the Solemnization of the said intended Marriage, and fully to be compleat and ended, if the said E. G. and J. G. shall so long jointly live, and to be payable yearly, at the four most usual Feasts or Terms in the Year; (that is to say) the Annunciation of the Blessed Virgin *Mary*, the Feast of St. *John* Baptist, the Feast of St. *Michael* the Archangel, and the Birth of our Blessed Lord and Saviour *Jesus Christ*, by even and equal Portions; the first Payment thereof to begin

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The Consideration.

Grant.

Habendum for ninety-nine Years.

Power to distrain
upon Nonpayment.

The Parole.

Clause of Entry.

Covenant that he
is Tenant for Life,

And hath Power
to settle.

Covenant to pay
the Rent.

and be made at the Feast of the Annunciation next ensuing the Solemnization of the said intended Marriage: And the said E. G. doth hereby further grant and agree, That if it shall happen the said Annuity or yearly Rent-charge of eight hundred Pounds *per Ann.* or any Part thereof, to be behind or unpaid at any of the Days and Times whereon the same ought to be paid, that then and so often it shall and may be lawful to and for the said J. G. into and upon the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises, out of which the said yearly Rent is granted, or mentioned to be granted, to be issuing or mentioned to be issuing as aforesaid, and into every or any Part or Parcel thereof, at his and their Liberty, Choice and Pleasure, to enter and distrain for the said yearly Rent of eight hundred Pounds, and Arrears thereof, and the Distress and Distresses then and there so found to take, lead, drive or carry away, and impound, and impounded to detain and keep until the same yearly Rent of eight hundred Pounds, and all Arrears thereof, for which such Distress or Distresses shall be made as aforesaid, shall be unto the said J. G. or his Assigns fully satisfied, contented and paid: And further, If it shall happen the said yearly Rent, or any Part thereof, to be behind and unpaid by the said Space of forty Days next after any of the said Days on which the same ought to be paid as aforesaid, That then and so often, and from Time to Time, it shall and may be lawful to and for the said J. G. and his Assigns, into and upon the said Manor, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises, out of which the said yearly Rent is granted, or hereby mentioned to be granted, to be issuing, or mentioned to be issuing as aforesaid, and into every or any Part or Parcel thereof, at his and their Liberty to enter, and the same to retain, hold and keep, until the same yearly Rent of eight hundred Pounds, and every Part thereof, or such Part or Parts of the said yearly Rent, and of the Arrearages thereof, as shall be then behind and unpaid, and all Damages, Costs, Charges and Expences in and about or by Reason of any Non-payment of the same happening, out of the Rents, Issues and Profits thereof, shall be fully satisfied, contented and paid: And the said E. G. doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said J. G. his Executors and Administrators; that for and notwithstanding any Act or Thing by the said E. G. had, made, done, committed or suffered to the contrary, he is rightfully and lawfully seised of and in the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, for and during the Term of his natural Life; And hath full Power and lawful Authority by these Presents to charge the said Premises, and every Part thereof, with the said yearly Rent of eight hundred Pounds, in Manner and Form aforesaid; And that he will well and truly pay and satisfy the same by quarterly Payments, at

at such Feasts, Days or Times as before appointed for the Payment thereof, without any Defalcation or Abatement, for or by reason of any Taxes or Impositions whatsoever, that shall be taxed, imposed or assessed upon the said Rent-charge of eight hundred Pounds hereby granted or mentioned to be granted, or upon the said J. G. or his Assigns, for or by reason or in respect of the said Rent-charge, by any Act of Parliament already or hereafter to be made; And that he the said E. G. shall and will bear and pay the same, and save and keep harmless and indemnified the said J. G. and his Assigns, of and from the Payment thereof: And further, the said J. G. for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with the said R. R. his Executors and Administrators, that if it shall happen the said J. G. to die in the Life-time of the said E. G. leaving any Child or Children born, or in *ventre sa mere* by him lawfully begotten upon the Body of the said A. R. his intended Wife, That then the said E. G. shall and will, at his own proper Costs and Charges, provide for, and well and sufficiently maintain all and every such Child and Children, with necessary and convenient Meat, Drink, Lodging, Cloathing, Attendance, Education and Provision, suitable to their Degree, Quality, Ages and Conditions. In Witness, &c.

And to indemnify A. B. from the Payment thereof.

The Grantor will maintain all and every the Children left by C. D. at his Decease, or in *ventre sa mere*.

A Deed of Settlement drawn by Mr. Serjeant Pemberton.

THIS Indenture made, &c. Between, &c. Witnesseth, That for and in Consideration of the natural Love and Affection which the said E. B. hath, and beareth to E. B. his Son and Heir apparent, and to R. B. Daughter of the said E. B. the Father, and to the Intent that the Messuages, Lands, Tenements and Hereditaments herein after mentioned, may be settled in the Name, Family and Blood of the said E. B. so long as it shall please Almighty God to continue the same, And for and in Consideration of the Sum of five Shillings, &c. He the said E. B. Party to these Presents, hath granted, bargained, sold, remised, released, ratified and confirmed, and by these Presents doth grant, bargain, sell, remise, release, ratify and confirm, unto the said S. B. and D. B. (in the actual Possession of the Messuages, Lands, Tenements and Hereditaments herein after mentioned, being by Virtue of a Bargain and Sale thereof to them made for one whole Year, by Indenture bearing Date the Day next before the

(5)

Considerations.

Grant.

Premises.

Tithes.

And the Annuity.

And all the Estate, &c.

The Habendum.

Covenant to levy a Fine.

the Day of the Date hereof, and of the Statute for transferring Uses into Possession) and to their Heirs, All the Part, Portion and Share of the said *E. B.* Party to these Presents, of and in two Messuages, &c. And all that Close, Piece or Parcel of Meadow or Pasture Ground, with the Appurtenances, now divided into two Closes, commonly called or known by the Name of, &c. *alias*, &c. containing forty-four Acres, which said Closes, &c. are situate, lying and being in, &c. And all and all Manner of Tithes and Tithing both Great and Small, of what Nature, Kind or Quality soever they be, growing, renewing or increasing, or which shall or may hereafter grow, renew or increase, in or upon the Premises, or any Part or Parcel thereof; And all Ways, Paths, Passages, Waters, Water-courses, Ponds, Pools, Commons, Profits, Commodities, Easements, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said several Closes, Pieces or Parcels of Ground, Hereditaments and Premises belonging or in any wise appertaining, or therewithal demised, letten, held, used, occupied or enjoyed, or accepted, reputed, deemed, taken or known to be Part, Parcel or Member thereof, or of any Part or Parcel thereof; And also all that Rent-charge, Annuity, or yearly Sum or Payment of forty Pounds, heretofore by *R. L.* of, &c. by Indenture, &c. granted to the said *E. B.* and her Heirs, issuing, going and chargeable on, or payable out of the Manor of, &c. with the Rights, Members and Appurtenances, situate, &c. and other Messuages, Lands, Tenements and Hereditaments in the said Indenture mentioned, which said Rent-charge, Annuity or yearly Sum of forty Pounds, the said *E. B.* by her Last Will and Testament in Writing, bearing Date the, &c. did give and devise to the said *E. B.* Party to these Presents, and to the Heirs of his Body begotten, and to be begotten; And the Reversion and Reversions, Remainder and Remainders of the said Premises, and all yearly and other Rents and Profits reserved, due or payable upon any Demise, Lease or Grant, Demises, Leases or Grants of the said Messuages, Lands and Tenements, or any Part and Parcel thereof; And all the Estate, Right, Title, Interest, Use, Possession, Property, Trust, Claim and Demand whatsoever, of him the said *E. B.* of, in, to and out of the said Messuages, Rooms, Lands, Tenements, Rents, Annuity, Hereditaments and Premises, and every Part and Parcel thereof; To have and to hold the said Messuages, Lands, Rents, Tenements, Hereditaments and Premises, with the Appurtenances, and every Part and Parcel thereof, to the said *S. B.* and *D. B.* their Heirs and Assigns, to the Uses, Intents and Purposes herein after mentioned and declared: And the said *E. B.* Party to these Presents, for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said *S. B.* and *D. B.* their Heirs and Assigns, by these Presents, that he the said *E. B.* the Father shall and will, before the End of

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Michaelmas Term now next ensuing the Date hereof, in due Form of Law, and according to the Course of Fines in the Court of Common Pleas at *Westminster* used, levy and acknowledge before his Majesty's Justices of the said Court of Common Pleas to the said *S. B.* and *D. B.* and their Heirs, or the Heirs of one of them, one Fine Sur Conuzance de Droit come ceo, with Proclamations, to be thereupon had and made according to the Form of the Statute in that case made and provided, of all that Rent-charge or yearly Sum of forty Pounds, by such Name or Names, Additions and Descriptions to ascertain the same, as shall be thought fit, which said Fine, so or in any other Manner to be had and levied, and these Presents, and the Grant and Release hereby made, shall be and enure, and shall be adjudg'd, deem'd and taken to be and enure, to the Uses, Intents and Purposes herein after mentioned and declared, (that is to say) To the Use and Behoof of the said *E. B.* the Father, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and from and after his Decease, To the Use and Behoof of the said *E. B.* Son and Heir apparent of the said *E. B.* Party to these Presents, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and from and after the Determination of that Estate, To the Use and Behoof of the said *S. B.* and *D. B.* and their Heirs, for and during the natural Life of the said *E. B.* the Son: In Trust to preserve the contingent Uses and Remainders thereof herein after limited, from being destroyed, and to and for that Purpose to make Entries as Occasion shall require, but not to convert any of the Profits of the said Premises to their own Uses, but to permit and suffer the said *E. B.* the Son and his Assigns to enjoy the Rents, Issues and Profits thereof, during his natural Life, and immediately from and after the Decease of the said *E. B.* the Son, To the Use and Behoof of the first Son of the Body of the said *E. B.* the Son, and the Heirs Male of the Body of such first Son issuing; and for Default of such Issue, To the Use and Behoof of the second Son of the Body of the said *E. B.* the Son, and the Heirs Male of the Body of such second Son issuing, [And so on to the fifth, sixth, &c.] and all and every other Son and Sons of the Body of the said *E. B.* the Son, and the Heirs Male of the Body and Bodies of all and every such Son and Sons issuing severally and successively, as such Sons shall be in Seniority of Age and Priority of Birth, and so always as that every Elder of such Sons, and the Heirs male of his Body issuing, shall and may be preferred, and take before all the Younger of such Sons, and the Heirs male of their respective Bodies issuing; and for Default of such issue, To the Use and Behoof of the second Son of the Body of the said *E. B.* Party to these Presents, and the Heirs male of the Body of such second Son issuing; and for Default of such Issue, To the Use and Behoof of the third, fourth, fifth, sixth, and all and

9 M

every

And for Default of issue, as to Part of the Use of the Daughter and her Heirs.

The Uses. To the Body of *E. B.*

To the Son for Life.

If more Daughters than one, then And after to Trustees to preserve the contingent Remainders, and their Heirs.

Then to the first six, and every other Son, Premises and the Determination of the Uses, to *E. B.* and her Heirs.

Power to make Entries.

Power to revoke the Trust and appoint new ones.

And for Default
of Issue, as to Part
to the Use of the
Daughter and her
Heirs.

To the Heirs of
the Body of E. B.

Then to his right
Heirs.

If more Daugh-
ters than one, then
the other Part of
the said Premises
to be to the Use
of such Daughters
and their Heirs.

As to the other
Premises after the
Determination of
the Uses, to R. B.
and her Heirs.

Power to make
Leases.

Power to revoke
the Uses and ap-
point new ones.

every other Son and Sons of the Body of the said E. B. Party to these Presents, and the Heirs male of the Body and Bodies of all and every such Son and Sons issuing, severally and successively, as such Sons shall be in Seniority of Age, and Priority of Birth, and so always as that every Elder of such Son and Sons, and the Heirs male of his Body issuing, shall and may be preferred, and take before all the Younger of such Sons, and the Heirs male of their respective Bodies issuing; and for Default of such Issue, in case the said E. B. the Son shall have no Daughter living at the Time of his Death, or only one Daughter then living, Then as to the said Close, Piece or Parcel of Ground, Closes or Parcels of Ground now or heretofore called, &c. these Presents shall be and enure To the Use and Behoof of the said R. B. Daughter of the said E. B. Party to these Presents, and the Heirs of her Body issuing; and for Default of such Issue, To the Use of the said E. B. Party to these Presents, and the Heirs of his Body issuing; and for Default of such Issue, To the Use and Behoof of the Right Heirs of the said E. B. Party to these Presents for ever: But if the said E. B. the Son shall have more Daughters than one of his Body begotten, living at the Time of his Death, Then as to the Premises, called, &c. these Presents shall be and enure to the Use and Behoof of such Daughters of the Body of the said A. B. the Son who shall be living at the Time of his Decease, and the Heirs of the Bodies of such Daughters issuing; and for Default of such Issue, To the Use and Behoof of the said R. B. Daughter of the said E. B. Party to these Presents, and the Heirs of her Body issuing; and for Default of such Issue, To the Use and Behoof of the Heirs of the Body of the said E. B. Party to these Presents; and for Default of such Issue, To the Use and Behoof of the Right Heirs of the said E. B. Party to these Presents, for ever: And as to all other the said Messuages, Lands, Rents and Premises whereof no Use is herein before declared, to or for the said R. B. from and after the Determination of the several Uses thereof herein before limited, declared and appointed, these Presents and the Fine so agreed to be levied respectively, shall be and enure, and shall be adjudged, deemed and taken to be and enure, To the Use and Behoof of the said R. B. and the Heirs of her Body; and for Default of such Issue, To the Use and Behoof of the Right Heirs of the said E. B. for ever: Provided always, and it is hereby agreed and declared by and between the Parties to these Presents, that it shall and may be lawful to and for the said E. B. Party to these Presents, at any Time during his natural Life, by any Writing or Writings Indented under his Hand and Seal, to make any Lease or Demise, Leases or Demises of the said Premises or any Part or Parts thereof, as to him shall seem meet, to any Person or Persons for any Term or Number of Years, Reserving such Rent or Rents as he shall think

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think fit, or without any Reservation of any Rent, and in such manner as to him shall seem meet: **Provided** also, and it is hereby agreed and declared, that it shall and may be lawful to and for the said *E. B.* Party to these Presents, at any Time during his Natural Life, by any Writing or Writings under his Hand and Seal, testified by three or more credible Witnesses, or by his last Will and Testament in Writing so testified as aforesaid, to alter, change, revoke, annul and make void all and every the Use and Uses, Estate and Estates hereby limited, appointed and declared, and any other Use or Uses, Estate or Estates thereof, to limit, appoint and declare, as to him the said *E. B.* the Elder shall seem meet: **Provided** also, and it is hereby declared, that it shall and may be lawful to and for the said *E. B.* the Son at any time or times hereafter, when he shall be actually seised of the Freehold and Inheritance of the said Messuages, Lands, Rents, Tenements, Hereditaments and Premises, by Virtue of the Limitations aforesaid, to limit and appoint any Part or Parcel, Parts or Parcels of the said Messuages, Lands, Tenements, Rents and Hereditaments, to any Woman or Women, to whom he shall hereafter marry and take to Wife, for the Term or Terms of her or their natural Life or Lives, for her or their Jointure or Jointures, so as the same exceed not the Value of one hundred and twenty Pounds *per Annum* for every thousand Pounds which he shall actually, *bona fide* and effectually receive and enjoy, as and for the Marriage-Portion of such Wife and Wives as he shall so marry: **Provided** lastly, and it is agreed, that it shall and may be lawful to and for the said *E. B.* the Son, when he shall be actually seised of the said Messuages and Lands, by Indenture under his Hand and Seal testified by two or more credible Witnesses, to demise and to Farm let any of the said Messuages and Lands, or any Part or Parcel of them, to any Person or Persons for any Term of Years not exceeding one and twenty Years, so as the same be not without Impeachment of Waste, and so as thereon be reserved and made payable, during all such Term or Terms as shall be granted thereof, so much yearly Rent as can be reasonably gotten or had for the same; without taking any Fine or Fines or Sum or Sums of Money or other Thing or Things in Lieu, or by Way of any Fine or Fines, thereby to lessen the Rent or Rents thereof. In Witness, &c.

Power to make a Jointure.

That the Son may lease the Premises for 21 Years.

Trust,

Trust.

A Lease by an Executor, to a Guardian and Trustees by Act of Parliament, of Part of a Messuage, in Trust for an Infant.

(I)

The Consideration of a Fine or Income.

And also of a Rent, Covenants, &c.

Covenant of Demise.

The Premises.

Habendum for a Term of Years in Trust.

THIS Indenture made, &c. Between T. U. of, &c. Esq; Executor of the Last Will and Testament of Sir R. U. late of the City of London, Knight and Baronet, deceased, on the one Part, and C. B. of, &c. Gent. Executor of the Last Will and Testament of T. H. B. late of, &c. Esq; deceased, and Guardian to T. B. Gent. Son of the said T. H. B. deceased, and C. S. of, &c. Clerk, who together with the said C. B. was by an Act of Parliament, made, &c. appointed Trustee for the said T. B. Son of the said T. H. B. on the other Part, Witnesseth, That as well for and in Consideration of the Sum of, &c. to the said T. U. in Hand paid by the said C. B. and C. S. or one of them, at or before the Sealing and Delivery of these Presents, for and in the Name of a Fine or Income, the Receipt whereof he doth hereby acknowledge, and thereof doth acquit, release and discharge the said C. B. and C. S. their Executors, Administrators and Assigns, by these Presents, As for and in Consideration of the Rent, Covenants and Agreements herein after contained, on the Part and Behalf of the said C. B. and C. S. their Executors, Administrators and Assigns, to be paid, kept and performed, he the said T. U. hath demised, leased, and to Farm letten, and by these Presents doth demise, lease, and to Farm let, unto the said C. B. and C. S. All that Back-Room heretofore used as Part of the Kitchen of a Messuage or Tenement sometime called or known by the Name or Sign of, &c. situate, &c. then in the Tenure or Occupation of, &c. and which still continues to be laid into, and used with or as Part of the aforesaid Messuage or Tenement which is now called, &c. and now in the Tenure or Occupation of, &c. being upon the Ground-Floor, and containing in Length from East to West, &c. and in Breadth from North to South, &c. or thereabouts, together with all Lights, Easements, Advantages and Appurtenances whatsoever, to the said Room belonging, or in any wise appertaining; To have and to hold the said Back-Room, with its Appurtenances, unto the said C. B. and C. S. their Executors, Administrators and Assigns, from, &c. for and

and during, and unto the full End and Term of, &c. from thence next ensuing, and fully to be compleat and ended: **In Trust** nevertheless for the said *T. B.* his Heirs and Assigns; **Yielding and Paying** therefore yearly and every Year, during the said Term of, &c. the Rent of one Pepper-Corn only (if the same shall be demanded) unto the said *T. U.* his Executors, Administrators and Assigns, upon the Feast-Day of *St. Michael the Archangel* in every Year. **And** the said *C. B.* and *C. S.* for themselves, their Heirs, Executors, Administrators and Assigns, do covenant, promise and agree, to and with the said *T. U.* his Executors, Administrators and Assigns, by these Presents, in Manner following; (that is to say) That they the said *C. B.* and *C. S.* their Executors, Administrators and Assigns, or some of them, shall and will, at their or some of their own proper Costs and Charges, from Time to Time, and at all Times hereafter, during the said Term hereby granted, well and sufficiently repair and amend the Glass Windows, Inside Walls and Floor of the said hereby demised Premises, when, where, and as often as Need or Occasion shall be or require, (**Except** when such Wants of Repairs shall be occasioned by any Defect or Failure in the Foundations or Principal Timber of the said Messuage or Tenement out of which the said Room is taken, in which Case the same are from Time to Time to be made good and repaired by and at the Charge of the said *T. U.* his Executors, Administrators or Assigns, or their Under-Tenants of the said House) and shall leave the same well and sufficiently repaired and amended at the End of the said Term: **And further**, That it shall be lawful to and for the said *T. U.* his Executors, Administrators and Assigns, to enter and view the State and Condition of the Repairs of the Premises, at all reasonable Times in the Day-time during the said Term. **And** the said *T. U.* for himself, his Heirs, Executors, Administrators and Assigns, doth hereby covenant, to and with the said *C. B.* and *C. S.* their Executors, Administrators and Assigns, that they the said *C. B.* and *C. S.* their Executors, Administrators and Assigns, paying the Rent, and performing the Covenants herein before reserved and contained, on his and their Parts and Behalf to be paid and performed, shall and lawfully may peaceably and quietly have, hold, use, occupy, possess and enjoy the said hereby demised Premises, with the Appurtenances, for and during all the said Term of twenty-one Years hereby granted, without any lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the said *T. U.* his Heirs, Executors, Administrators or Assigns, or any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under him, them or any of them, or the said *Sir R. U.* deceased, or by, with or through his, their or any of their Act, Means, Default, Privity, Consent or Procurement. **In Witness, &c.**

Reddendum the Rent of a Pepper-Corn only, yearly, if demanded.

Covenant that the Lessee shall repair the Windows and Inside of the Premises;

Except when the Repairs are occasioned by any Defect in the Foundation, &c. in which Case the Lessor to repair.

Covenant that Lessor may enter and view the Premises.

Covenant that upon paying the Rent, &c. the Lessee shall quietly enjoy, &c.

(1)

*A Declaration that a Man's Name is
used in Trust in a Bond.*

(2)

Whereas in and by one Obligation, bearing even Date with these Presents, *A. B.* of, &c. standeth bound to *C. D.* of, &c. in the Sum of Four hundred Pounds, of, &c. conditioned for the Payment of Two hundred Pounds, with Interest for the same, on the tenth Day of *May* next ensuing, as thereby may appear: Now know all Men by these Presents, That the said *G. F.* doth hereby acknowledge and declare, that the said Sum of Two hundred Pounds, lent upon the said Obligation, was all the proper Money of *G. F.* of, &c. and that his the said *C. D.*'s Name is used in the said Obligation only in Trust for the Benefit of him the said *G. F.* In Witness, &c.

Trust. Vide Bankrupt, 2, 3. Bargain and Sale, 8. Debtor and Creditor, 1, 3. Mortgage, 2.

Uses.

*A Lease for a Year of a Rectory and
other Lands, with Exceptions.*

(1)

The Consideration.

Recital of the Premises.

THIS Indenture made, &c. Between *G. C.* of, &c. Gent. on the one Part, and *S. R.* Citizen and Cook of London, and *R. B.* of, &c. Clothworker, on the other Part, Witnesseth, That the said *G. C.* for and in Consideration of five Shillings of lawful Money of Great Britain, to him in Hand paid at or before the Sealing and Delivery of these Presents, by the said *S. R.* and *R. B.* the Receipt whereof is hereby acknowledged, hath bargained, sold and demised, and by these Presents Doth bargain, sell and demise unto the said *S. R.* and *R. B.* All that the Rectory or Parsonage Improprate of the Church of, &c. and all Manner of Tithes and Tenths unto the said Rectory or Parsonage

sonage belonging, or in any wise appertaining; And also all that the Capital Messuage, Site and Glebe-Lands of the Rectory aforesaid, And all those Lands and Tenements called, &c. And also all that the Manor belonging to the said Rectory of, &c. And also all those two Parcels of Pasture and Arable Lands called or known by the Name of, &c. with the Appurtenances, containing by Estimation, &c. And all those Parcels of Lands called, &c. Which said last before-mentioned two Parcels of Pasture and Arable Land, containing, &c. and the said Parcels of Land called, &c. were sometime heretofore Parcel of the Glebe Lands belonging to the said Rectory; And also all those several Pieces of Land called, &c. lying and being, &c. aforesaid, and all that Messuage or Tenement called, &c. and all Houses, Barns and Yards thereunto belonging; and also all those Closes and Parcels of Land called, &c. containing by Estimation, &c. be the same more or less, situate, lying and being, &c. And also that Messuage or Tenement, with the Appurtenances, and the several Lands and Tenements formerly in the Tenure and Occupation of, &c. his Under-Tenants or Assigns, all which said Premises are, or late were in the several Tenures or Occupations of, &c. their or some one of their Under-Tenants or Assigns, situate and being, &c. aforesaid, with their and every of their Rights, Members and Appurtenances, together with all and singular the Houses, Buildings, Yards, Gardens, Lands, Grounds, Woods, Under-woods, Liberties, Privileges, Royalties, Ways, Waters, Easements, Commons, Profits, Commodities, Hereditaments and Advantages whatsoever, to the said Premises, and every or any Part or Parcel thereof, belonging or in any wise appertaining; And also all and singular other the Manors, Rectory, Parsonages impropriate, Glebe Lands, Tithes, Messuages, Lands, Tenements and Hereditaments whatsoever, with their and every of their Rights, Members and Appurtenances, situate and being, &c. which in and by certain Indentures of Lease and Release, the Lease bearing Date on or about the first Day of, &c. and the Release the second Day of, &c. and made between R. D. of, &c. Esq; and E. his Wife, of the one Part, and the said G. C. on the other Part, and by Fine levied by the said R. D. and E. his Wife, pursuant to a Covenant or Agreement for that Purpose contained in the said Indenture of Release, or otherwise, were conveyed by the said R. D. and E. his Wife, to the said G. C. and his Heirs, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the Premises herein before mentioned, or intended to be hereby bargained, sold or demised, and of every Part and Parcel thereof, with their and every of their Appurtenances, (Except and always reserved out of this present Bargain and Sale unto and for the said G. C. his Heirs and Assigns, all that Messuage, Tenement or Farm, with the Barn, Stable and Cow-house, and the several Pieces or Parcels of Land thereunto belonging, with

Exceptions of several Messuages, &c.

Exception of
Parcel of Land.

Exception of Tim-
ber, &c.

The Habendum.

The Reddendum.

Declaration of the
Intent, &c.

with the Appurtenances, containing, &c. be the same more or less, now or late in the Tenure or Occupation of, &c. being Parcel of the said hereby bargained Premises, and situate, &c. abutting upon the Lands belonging to the Manor of, &c. towards the East, and upon Lands now or late in the Tenure or Occupation of, &c. towards the West, and upon Lands belonging, &c. towards the North: And also all that Messuage or Tenement, with the Land thereto belonging, containing by Estimation, &c. be the same more or less, situate, &c. sometime in the Tenure or Occupation of, &c. being other Parcel of the said hereby bargained Premises: And also all that Parcel of Land with the Appurtenances, containing by Estimation, &c. situate, &c. now or late in the Tenure or Occupation of, &c. being farther Part of the said hereby bargained Premises, and also all Ways, Passages, Waters, Commons, Pastures, Feedings, Privileges, Advantages and Appurtenances whatsoever, to the said Messuages, or Tenements and Lands herein last before mentioned to be now or late in the Tenures or Occupations of, &c. or either of them, in any wise belonging or appertaining: And also except out of this present Bargain and Sale, unto and for the said G. C. his Heirs and Assigns, all such Timber, and so many of the Timber-Trees now standing or growing in or upon the said hereby bargained Premises, as shall be cut down and disposed of by the said G. C. his Heirs or Assigns, within the space of two Years next ensuing the Date of these Presents, pursuant to the Liberty and Power for that Purpose given, limited and appointed in and by a certain Indenture Quinquupartite intended to be made between the said G. C. on the first Part, R. F. of London Merchant on the second Part, T. D. Citizen and Haberdasher of London, on the third Part, W. C. of, &c. on the fourth Part, and J. W. and J. L. of, &c. Gent. on the fifth Part, and to bear Date the Day next after the Day of the Date of these Presents; **To have and to hold** the said Rectory or Parsonage impropriate, Tithes, Manor, Lands, Tenements, Hereditaments, and all and singular other the Premises herein before mentioned, or intended to be hereby bargained, sold or demised, with their and every of their Rights, Members and Appurtenances, (except as before excepted) unto the said S. R. and R. B. their Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the Term of one whole Year from thence next following, and fully to be compleat and ended; **Yielding** and Paying therefore unto the said G. C. his Heirs or Assigns, the Rent of one Pepper-Corn only, on the last Day of the said Term, if the same shall be demanded; **To the Intent and Purpose**, that by Virtue of these Presents, and of the Statute for Transferring Uses into Possession, the said S. R. and R. B. may be in the actual Possession of the said hereby bargained and assigned Premises, with their Appurtenances, (except

(except as before excepted) and may thereby be enabled to take a Grant or Release of the Reversion and Inheritance thereof to them and their Heirs by Indenture Tripartite, intended to be made between the said G. C. and A. his Wife on the first Part, and the said W. C. on the second Part, and the said S. R. and R. B. of the third Part, and to bear Date the Day next after the Day of the Date of these Presents, to such Uses, Intents and Purposes as shall be mentioned and expressed in the said Indenture. In Witness, &c.

The Release of the Rectory and other Lands, with Exceptions, in Trust to raise an Annuity in Fee with further Uses.

THIS Indenture Tripartite, made, &c. Between G. C. of, &c. Gent. and A. his Wife, on the first Part, W. C. Citizen and Haberdasher of London, of the second Part, and S. R. and R. B. of, &c. Gent. of the third Part, Witnesseth, That for and in Consideration of the Sum of, &c. of good, &c. to the said G. C. in Hand, at or before the Sealing and Delivery of these Presents, by the said W. C. well and truly paid and Satisfied, the Receipt whereof he the said G. C. doth hereby acknowledge, and thereof and therefrom, and of and from every Part and Parcel thereof doth acquit, release and discharge the said W. C. his Heirs, Executors and Administrators for ever, by these Presents, (which said Sum of, &c. is Part of the Sum of, &c. mentioned in a certain Indenture Quinquartite, bearing even Date with these Presents, and made between the said G. C. of the first Part, R. F. of, &c. Merchant, on the second Part, T. D. of London, Haberdasher, of the third Part, the said W. C. on the fourth Part, and J. W. of, &c. Gent. and J. L. Citizen and Haberdasher of London, on the fifth Part, to be paid to the said R. F. and G. C. by the said W. C. as Part of the Considerations for the making of the said Indenture, and also for and in Consideration, of five Shillings of like lawful Money to the said G. C. in Hand well and truly paid by the said S. R. and R. B. or one of them, the Receipt whereof he doth hereby acknowledge) he the said G. C. at the Request, and by the Directions of the said W. C. testified by his being a Party to, and his Signing and Sealing these Presents, hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, bargain, sell, alien, release and confirm unto the said S. R. and R. B. (in their actual Possession now being, by Virtue of a Bargain and Sale

(2)

The Considerations.

Covenant of Release of the preceding Lease for a Year.

Exception of the
first Messuage.

Exception of the
second Messuage.

Exception of the
Parcel of Land.

Exception of the
Timber, &c.

Sale to them thereof made by the said G. C. by Indenture bearing Date the Day next before the Day of the Date of these Presents, for one Year commencing from the Day next before the Date of the said Indenture, in Consideration of the Sum of five Shillings paid to the said G. C. by the said S. R. and R. B. and by Force of the Statute for transferring Uses into Possession) and to their Heirs and Assigns, all that the Rectory or Parsonage of, &c. and all and singular the Premises, with the Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and every Part and Parcel thereof, and also all the Estate, Right, Title, Interest, Use, Trust, Possession, Inheritance, Claim and Demand whatsoever, of him the said G. C. of, in, to or out of the same, and every or any Part or Parcel thereof, in any wise howsoever, together with all and singular the Deeds, Evidences, and Writings relating to the said Premises, which are particularly mentioned in the Schedule hereunto annexed, and also all other Deeds, Evidences and Writings, touching or concerning the said Premises, or any Part or Parcel thereof, which he the said G. C. now hath in his Custody, or can or may come by without Suit in Law; (Except and always reserved out of this present Grant and Release unto and for the said G. C. his Heirs and Assigns, all that Messuage, Tenement or Farm, with the Barn, Stable and Cow-house, and the several Pieces or Parcels of Land thereunto belonging, with their Appurtenances, containing by Estimation, &c. (be the same more or less) now or late in the Tenure or Occupation of J. R. being Parcel of the said hereby bargained and released Premises, situate, &c. abutting upon the Lands belonging to the Manor of, &c. And also all that Messuage or Tenement, with the Land thereunto belonging, containing, &c. (be the same more or less) situate, &c. sometime in the Possession or Occupation of J. S. and now or late of the said J. R. being other Parcel of the said hereby bargained and released Premises; And also all that Parcel of Land, with the Appurtenances, containing by Estimation, &c. (be the same more or less) situate, &c. now or late in the Tenure or Occupation of W. S. being further Parcel of the said hereby bargained and released Premises) and also all Ways, Passages, Waters, Commons, Pastures, Feedings, Privileges, Advantages and Appurtenances whatsoever, to the said Messuages or Tenements, and Lands herein before last mentioned to be now or late in the Tenures or Occupations of J. R. and W. S. or either of them, in any wise belonging or appertaining; And also except, and reserved out of this present Grant and Release unto and for the said G. C. his Heirs and Assigns, all such Timber, and so many of the Timber-Trees now standing or growing in or upon the said hereby released Premises, as shall be cut down and disposed of by the said G. C. his Heirs or Assigns, within the space of two Years

next

next ensuing the Date of these Presents, pursuant to the Liberty and Power for that Purpose given, limited and appointed, in and by the above mentioned Indenture Quinquapartite, bearing even Date with these Presents; ~~To have and to hold~~ the said Rectory or Parsonage Improprite, Tithes, Manors, Lands, Tenements and Hereditaments, and all and singular other the Premises herein before mentioned or intended to be hereby bargained, sold or released, with their and every of their Rights, Members and Appurtenances, (except as before excepted) unto the said S. R. and R. B. their Heirs and Assigns; to and for the several Uses, Intents and Purposes herein after mentioned and expressed; (that is to say) To the Use, Intent and Purpose, that the said W. C. his Heirs and Assigns, shall and may yearly have, receive, take and enjoy, to his and their own proper Use and Behoof for ever, one Annuity or yearly Rent-charge of, &c. of lawful, &c. to be yearly issuing and going out of and chargeable upon all and singular the said hereby bargained and released Premises, with their Appurtenances, (except as before is excepted) and to be paid at the four most usual Feasts or Days of Payment in the Year; (that is to say) the Feasts of St. Michael the Archangel, the Birth of our Lord Christ, &c. by even and equal Portions, without any Deduction, Defalcation or Abatement whatsoever, for or by reason of any Taxes, Charges or Assessments, Ordinary or Extraordinary, by Authority of Parliament, or otherwise howsoever, which are or shall be rated, taxed, charged or assessed upon the said hereby released Premises, or any Part thereof, or the said Annuity, or any Part thereof, or upon the said W. C. his Heirs or Assigns, for or in respect thereof, or any Part thereof, or for any other Matter, Cause or Thing whatsoever; the first Payment thereof to begin, and to be made on the Feast-Day of, &c. ensuing the Date hereof: And also to the Intent and Purpose, that if it shall happen the said Annuity or yearly Rent-charge of, &c. or any Part thereof, shall be behind or unpaid in Part, or in the whole, by the Space of thirty Days next after any of the said Feasts or Days of Payment, on which the same ought to be paid as aforesaid, that then, in every or any such Case, the said W. C. his Heirs and Assigns, shall or lawfully may have, take and receive the Sum of, &c. for every thirty Days afterwards, wherein the said Annuity or yearly Rent-charge, or any Part thereof, shall be behind and unpaid to him or them, (*Nomine pene*) to be forfeited, lost and paid by such Person or Persons, as from Time to Time ought to pay the said Annuity or yearly Rent-charge; And also to the further Intent and Purpose, that when and so often as the said Annuity, or yearly Rent-charge of, &c. or any Part thereof, or any of the said Sum or Sums of, &c. which shall become forfeited or lost by reason of the Non-payment of the said Annuity or yearly Rent-charge as aforesaid, or any Part thereof, shall be behind, unpaid or in Arrear, it shall and may

The *Habendum*,
in Trust to raise an
Annuity to be paid
quarterly, &c.

Covenant for a
Nomine pene, in
case of Failure of
Payment.

Covenant to en-
ter upon the Pre-
mises, in case the
Annuity, &c. be
unpaid.

And to distrain for
the same,

And to sell the Dis-
tress, &c.

And the rest of the
Premises to re-
main to the Use of
the Releasee.

Covenant for
Payment of the
said Annuity, No-
mine pene, &c.

And that the Pre-
misses shall remain
liable to the Pay-
ment of the said
Annuity, &c.

may be lawful to and for the said *W. C.* his Heirs and Assigns, into and upon the said Rectory or Parsonage impropriate, Tithes, Manor, Lands, Tenements, Hereditaments and Premises herein before mentioned or intended to be hereby bargained, sold or released, and every Part or Parcel thereof, with their Appurtenances, (except as before excepted) at his or their Will and Pleasure, to enter and distrain for the same, and every or any Part thereof, and all Arrearages thereof, and the Distress and Distresses then and there found to take, lead, drive, carry away or impound, and the same to detain and keep, until the same Annuity or yearly Rent-charge of, &c. and all Arrearages thereof, and the said Sum or Sums of Money, which shall be forfeited as aforesaid, (if any there shall be) and every Part thereof, together with the Charges of such Distress or Distresses, shall be lawfully paid and satisfied, or otherwise to sell and dispose of such Distress or Distresses, according to the Directions of the late Act or Acts of Parliament in that Behalf made, for or towards Payment and Satisfaction of the said Annuity or yearly Rent-charge, and the said Forfeitures and Charges of such Distress or Distresses: And as for and concerning all and singular the rest of the said Rectory, Parsonage, Tithes, Manors, Lands, Tenements, Hereditaments and Premises herein before-mentioned, or intended to be hereby bargained, sold or released, with their Appurtenances, (except as before excepted) charged and chargeable nevertheless with and subject to the said Annuity or yearly Rent-charge of, &c. and the Provisions and Remedies herein before mentioned and appointed, for the better securing the Payment thereof, to the Use and Behoof of the said *G. C.* his Heirs and Assigns for ever. And the said *G. C.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *W. C.* his Heirs and Assigns, in Manner and Form following; (that is to say) That he the said *G. C.* his Heirs, Executors, Administrators and Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter for ever, well and truly pay, or cause to be paid, unto the said *W. C.* his Heirs and Assigns, the said Annuity or yearly Rent-charge of, &c. of lawful Money of Great Britain, as the same shall become due and payable, by Virtue of these Presents, without any Deduction, Defalcation or Abatement whatsoever, as aforesaid, together also with such Sum or Sums of Money as shall from Time to Time become forfeited as aforesaid, by reason of the Non-payment of the said Annuity or yearly Rent-charge, according to the true Intent and Meaning of these Presents; And that the said Rectory or Parsonage impropriate, Tithes, Manor, Lands, Tenements, Hereditaments, and all other the Premises herein before-mentioned or intended to be hereby bargained, sold or released, with their and every of their Appurtenances, and the Rents, Issues and Profits thereof, now are, and so from Time to Time, and at all Times for ever hereafter,

after shall remain, continue and be overt, and liable to the said Annuity or yearly Rent-charge of, &c. and the said *Nomine fane*, and to the Distress and Distresses of the said *W. C.* his Heirs and Assigns for the same, and the Arrearages thereof as aforesaid; And that if any Taxes, Charges or Assessments shall be laid, tax'd or assess'd on the said Annuity, or any Part thereof, or the said *W. C.* his Heirs or Assigns, for or in Respect thereof, or any Part thereof, he the said *G. C.* his Heirs, Executors, Administrators and Assigns, shall and will from Time to Time bear, pay and discharge the same. And further, That he the said *G. C.* at and immediately before the Sealing and Delivery of these Presents, is the sole, true and lawful Owner and Proprietor of all and singular the Premises herein before-mentioned, or intended to be hereby bargained, sold or released; with their Appurtenances, and is and stands solely, lawfully and rightfully seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, Limitation, Use, Trust, Proviso, Power of Revocation, or any other Restraint, Matter or Thing whatsoever, to alter, change, determine, impeach or make void the same; And also, That he the said *G. C.* now hath in himself good Right, full Power, true Title, and lawful and absolute Authority to grant, bargain, sell, release and convey all and singular the said Premises with their Appurtenances, (except before excepted) unto the said *S. R.* and *R. B.* their Heirs and Assigns, to and for the Uses, Intents and Purposes herein before-mentioned, and in Manner and Form aforesaid. And further, That the same Premises, and every Part and Parcel thereof, with their Appurtenances, (except as before excepted) now are, and from henceforth for ever hereafter shall remain, continue, and be to the Uses, Intents and Purposes herein before-mentioned and expressed, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified by him the said *G. C.* his Heirs or Assigns, or some of them, of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Jointures, the Dower of the said *A.* the Wife of the said *G. C.* and all other Dowers and Title of Dower, Uses, Wills, Intails, Mortgages, Judgments, Statutes Merchant and of the Staple, Fines, Recognisances, Amerciaments, Reliefs, Quit-Rents, Rent-Charges, Rent-Secks, Annuities, yearly Payments, and all Arrearages thereof, and of, from and against all other Estates, Titles, Troubles, Charges, Incumbrances, Claims and Demands whatsoever, had, made, committed, done, or wittingly or willingly suffered by them the said *G. C.* *R. D.* and *E.* his Wife, *E. P.* Esq; deceased, Father of the said *E.* and *J. P.* Esq; deceased, Uncle of the said *E. P.* or any of them, or which shall or may be asked, claimed or demanded by any Person or Persons lawfully claiming or to claim, by, from or under them,

Covenant that the Releasee shall pay all Taxes, &c.

And that the Relessor is lawfully seised, &c.

And hath Power to sell, &c.

Covenant that all the Premises are and shall remain free from all Manner of Incumbrances.

Except the Remainder of a Term of five hundred Years granted by Way of Mortgage.

Except likewise the Remainder of a Term of one thousand Years;

Which said Terms are assign'd in Trust to secure the Payment of the said Annuity.

Covenant to levy a Fine of all the Premises:

Which said Fine shall enure only to the Uses before-mentioned.

or any of them, or by, through, with or under their or any of their Act, Means, Consent, Knowledge, Privy, Default or Procurement in any wise howsoever; **Except** the Remainder of a Term of five hundred Years granted by the said *T. D.* and *E.* his Wife, to *J. R.* Esq; of and in the said hereby released and excepted Premises, by Way of Mortgage, by Indenture bearing Date on or about, &c. and by Fine levied by the said *R. D.* and *E.* his Wife, for corroborating the said Term; **And also** **Except** the Remainder of a Term of one thousand Years granted of and in the same Premises, by the said *G. C.* to the said *E. D.* after the said *G. C.* had purchased the Inheritance of the Premises from the said *R. D.* and *E.* his Wife, by Way of Mortgage also, by Indenture bearing Date, &c. and which Remainders of the said two Terms of five hundred Years and one thousand Years, are by Indenture Quinquartite, bearing even Date with these Presents, and made between the said *G. C.* on the first Part, *B. F.* of, &c. on the second Part, and *T. D.* Citizen and Haberdasher of *London* on the third Part, the said *W. C.* on the fourth Part, and *J. W.* &c. Gent. on the fifth Part, assigned or intended to be assigned to the said *J. W.* and *J. L.* their Executors and Administrators, **In Trust** to permit the said *W. C.* his Heirs and Assigns, to receive and take the said Annuity or yearly Rent-charge of, &c. and to make Use of such Remedies as are herein before appointed, for the better securing the Payment thereof, and upon several other special Trusts therein particularly expressed; and after the Discharge of those Trusts, then in Trust for the said *G. C.* his Heirs and Assigns, and to attend and wait upon the Freehold and Inheritance of the said Premises; **And** the said *G. C.* for himself, his Heirs, Executors and Administrators, and for the said *A.* his Wife, doth covenant, promise and agree, to and with the said *S. R.* and *R. B.* their Heirs and Assigns, that they the said *G. C.* and *A.* his Wife shall and will, as of *Trinity* Term last, or before the End of *Michaelmas* Term next ensuing the Date of these Presents, in due Form of Law, at his or their Charge, acknowledge and levy, or cause or procure to be acknowledged and levy'd unto the said *S. R.* and *J. L.* and the Heirs of one of them, one Fine sur *Conu- sance de droit come ceo*, &c. with Proclamations to be there- upon had and levied, according to the Statute in that Case made and provided, and the usual Course of Fines, **Of** the said Rectory or Parsonage impropriate, Tithes, Manor, Lands, Tenements, Hereditaments, and all other the Premises herein before-mention- ed or intended to be hereby bargained, sold or released, and every Part and Parcel thereof, with their and every of their Appur- tenances (except as herein before is excepted) by such Name or Names, Quantities, Qualities and Numbers of Acres, or other Certainties as shall be thought proper on that Behalf, which said Fines so as aforesaid, or in any Manner to be had and levied, and

and all and every other Fine and Fines already had and levied, or to be had and levied, of the said hereby released Premises, or any Part thereof, to which the said Parties to these Presents or any of them, is, are or shall be Parties or Privy, shall be and enure, and shall be deemed, adjudged, and taken to be and enure, and is and are declared and agreed, by all the said Parties to these Presents, to be and enure, **To** and for the several Uses, Intents and Purposes herein before mentioned and expressed, and to and for no other Use, Intent or Purpose whatsoever; **And** that the said G. C. and A. his Wife, and their Heirs, and all and every other Person or Persons, having or lawfully claiming, or which can or may lawfully have or claim any Estate, Right, Title, Interest, Benefit, Claim or Demand of, in, to or out of the said Premises, or any Part or Parcel thereof, (except as before excepted) by, from or under, or in Trust for them or either of them, or the said R. D. and E. his Wife, or the said E. P. and J. P. deceased, or any of them, shall and will from Time to Time, and at all Times hereafter, at the reasonable Request, and at the Costs and Charges in the Law of the said W. C. his Heirs or Assigns, make, do, suffer, acknowledge, levy and execute, or cause or procure to be made, done, suffered, acknowledged, levied and executed, all and every such further and other lawful and reasonable Acts, Matters and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect assuring and conveying of all and singular the said hereby released Premises, and every Part and Parcel thereof, with their Appurtenances, (except as before excepted) to and for the several Uses, Intents and Purposes herein before particularly mentioned and expressed, as by the said W. C. his Heirs or Assigns, or by his or their Counsel Learned in the Law, shall be reasonably devised, advised or required, so as such further Assurances contain no further or other Covenant or Warranty than against the Acts of the Person or Persons making the same, and so as the Person or Persons who are to make the same, be not compelled or compellable to Travel further than the Cities of *London* or *Westminster* for the doing thereof: **And** lastly, the said W. C. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said G. C. his Heirs and Assigns by these Presents, that he the said W. C. his Heirs and Assigns, or some of them, shall and will from time to time, and at all times hereafter, upon the reasonable Request, and at the proper Costs and Charges of the said G. C. his Heirs and Assigns, produce and shew forth, or cause to be produced and shewn forth unto him the said G. C. his Heirs or Assigns, or to his or their Counsel Learned in the Law, or in any Court or Courts of Law or Equity, or elsewhere, all and singular the Deeds, Evidences and Writings particularly mentioned and expressed in the said Schedule hereunto annexed, and also the

Covenant to make farther Assurances.

Covenant to produce all Deeds, &c. relating to the Premises.

the above-mentioned Indenture Quinquupartite, when and as often as Occasion shall be or require, for the better and more clear Manifestation, Justifying and Defending of the Right and Title of the said G. C. his Heirs or Assigns, to the said hereby bargained and released Premisses, or the Premisses herein before mentioned and intended to be excepted out of this present Release, or any Part or Parcel thereof, safe, whole and uncanceled, (Accidents by Fire or other unavoidable Accidents, whereby the same may happen to be damaged, destroyed or lost, only excepted). In Witness, &c.

A Deed of Revocation of Uses.

(3) **T**O all Christian People, to whom these Presents shall come, G. W. of London, Esq; sendeth greeting: **Whereas** by Indenture bearing Date the, &c. Day of, &c. in the Year of our Lord, &c. Between me the said G. W. of the one Part, and W. B. and J. J. &c. of the other Part, I the said G. W. did therein and thereby grant, alien, enfeoff, release and confirm, unto the said W. B. and J. J. All those Lands or Marsh-Lands, containing, &c. be the same more or less, by Indenture bearing Date the Day before the Day of the Date of the said recited Indenture, made or mentioned to be made between me the said G. W. of the one Part, and the said W. B. and J. J. of the other Part, for the Consideration therein mentioned, I the said G. W. did grant, bargain and sell, unto the said W. B. and J. J. their Executors and Administrators, from the making of the said Indenture for the Term of one Year from thenceforth next ensuing, at and under the Rent of one Pepper-Corn, if the same were lawfully demanded, as in and by the said Indenture of Lease, Relation being thereunto had, it doth and may more at large appear, and the Reversion and Reversions, Remainder and Remainders of all and singular the said Premisses, and of every Part thereof, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of me the said G. W. of, in, out of or into the said Premisses, and every Part thereof; **To have and to hold** the said Marsh-Lands, Grounds and Premisses thereby granted, released and assured, or mentioned or intended to be thereby granted, released and assured, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders of all and singular the said Premisses, unto the said W. B. and J. J. their Heirs and Assigns, to the several Uses, Intents and Purposes, and under the Provisoos, Conditions and Limitations thereafter in the said recited Indenture of the, &c. of, &c. limited, expressed and declared, and to and for no other Use,

Recital of the
Deed of Uses.

Intent or Purpose whatsoever, (that is to say) To the Use of me the said *G. W.* for and during the Term of my Natural Life, without Impeachment of Waste, and with full Power and Authority to do and commit any manner of Waste, and from and after my Decease, then to the Use and Behoof of *E. B.* Daughter of me the said *G. W.* for and during the Term of ninety-nine Years, from thenceforth next ensuing, and fully to be compleat and ended, if the said *E. B.* should so long live, and from and after the End and Expiration, and other Determination of the said Term of ninety-nine Years, then to the Use and Behoof of them the said *W. B.* and *J. J.* and of their Heirs for and during the Natural Life of her the said *E. B.* Upon special Trust and Confidence nevertheless reposed in them the said *W. B.* and *J. J.* and their Heirs, that they, during the Life of the said *E. B.* should not do, nor willingly suffer to be done, any Act or Thing which might bar or prejudice all or any the Contingent Uses or Estates thereafter in the said recited Indenture of, &c. limited, and from and after the Decease of the said *E. B.* then to the Use and Behoof of the first Son of the Body of the said *E. B.* lawfully begotten, and the Heirs male of the Body of the said first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second Son of the Body of the said *E. B.* lawfully begotten, and the Heirs male of the Body of the said second Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the third Son of the Body of the said *E. B.* lawfully begotten, and the Heirs male of the Body of the said third Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of all and every the other Sons of the Body of the said *E. B.* lawfully begotten severally, successively and respectively, one after the other, as they should be in Seniority of Age, and of the Heirs male of their Bodies severally, successively and respectively; the Elder of the said Sons, and the Heirs male of his Body, being ever preferred before the Younger, and the Heirs male of his Body; and for Default of such Issue, then to the Use and Behoof of *H. W.* Son of me the said *G. W.* for and during the Term of ninety-nine Years, from thenceforth next ensuing, and fully to be compleat and ended, if the said *H. W.* should so long live, and from and after the End, Expiration, and other Determination of the said Term of ninety-nine Years, then to the Use and Behoof of them the said *W. B.* and *J. J.* and their Heirs, for and during the Natural Life of the said *H. W.* upon special Trust and Confidence nevertheless reposed in them the said *W. B.* and *J. J.* and their Heirs, that they during the Life of the said *H. W.* should not do, nor willingly suffer to be done, any Act or Thing which might bar or prejudice all or any the contingent Uses or Estates thereafter by the said recited Indenture limited, and from and after the Decease of the said *H. W.* then to the Use and Behoof of the

Trustees to preserve the Contingent Remainders.

Grant of a Term
to the same Uses.

Upon Trust to
permit the first, se-
cond and third
Son, &c. to re-
ceive the Profits.

first Son of the Body of the said *H. W.* lawfully begotten, and the Heirs male of the Body of the said first Son lawfully begotten; and for Default of such Issue, to the Use and Behoof of the second Son of the Body of the said *H. W.* lawfully begotten, and the Heirs male of the Body of the said Second Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the third Son of the Body of the said *H. W.* lawfully begotten, and the Heirs male of the Body of the said third Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of all and every the other Sons of the Body of the said *H. W.* lawfully begotten, severally, successively and respectively, one after the other, as they should be in Seniority of Age, and of the Heirs male of their Bodies, severally, successively and respectively; the Elder of the said Sons, and the Heirs male of his Body, being ever preferred before the Younger and the Heirs male of his Body; and for Default of such Issue, then to the Use and Behoof of the said *H. W.* and the Heirs of his Body lawfully begotten; and for Default of such Issue, then to the Use and Behoof of *K. B.* Daughter of me the said *G. W.* and her Heirs and Assigns for ever: **And** whereas the said *G. W.* in and by the said recited Indenture, bearing Date the, *Ec.* Day of, *Ec.* in the Year of our Lord, *Ec.* did grant, assign and set over, unto the said *W. B.* and *J. J.* All that Piece and Parcel of Marsh-Ground, with the Appurtenances, called or known by the Name of, *Ec.* with the Appurtenances, or by what or other Name or Names soever the same is called or known, containing by Estimation, *Ec.* be it more or less, lying and being in *B.* in the County of *E.* and some Time in the Tenure or Occupation of *G. S.* or his Assigns, and now or late in the Occupation of *H. W.* in the said County of *E.* Monier, or of his Assigns, and one other Piece or Parcel of Marsh-Grounds, *Ec.* and the Reversion and Reversions, Remainder and Remainders thereof, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of the said *G. W.* of, in, out of or unto the said last mentioned two several Pieces and Parcels of Marsh-Ground and Premises, with the Appurtenances (which said two last mentioned Pieces and Parcels of Marsh-Ground and Premises were heretofore, by the said *R. B.* by his Indenture bearing Date the, *Ec.* Day of, *Ec.* reciting as is therein recited) and for the Considerations therein mentioned, granted and assigned to me the said *G. W.* my Executors, Administrators and Assigns, for the Residue of a certain Term of five hundred Years, then and yet to come and unexpired, as by the said Indenture may more at large appear; **To have and to hold** the said two last mentioned Pieces and Parcels of Marsh-Ground and Premises, with their Appurtenances, unto the said *W. B.* and *H. J.* their Executors and Administrators, for and during all the Residue and Remainder of the said Time and Term of five hundred Years then to come and unexpired,

Upon

Upon Trust and Confidence nevertheless that they the said *W. B.* and *J. J.* their Executors, Administrators or Assigns, should and would from time to time, and at all times hereafter, permit and suffer me the said *G. W.* during my Natural Life, and after my Decease, the said *E. B.* during her natural Life, and after her Decease, the first Son of the Body of the said *E. B.* lawfully begotten, and the Heirs male of the Body of the said first Son lawfully issuing; and for Default of such Issue, the second Son of the Body of the said *E. B.* lawfully begotten, and the Heirs male of the Body of the said second Son lawfully issuing; and for Default of such Issue, the third Son of the Body of the said *E. B.* lawfully begotten, and the Heirs male of the Body of the said third Son lawfully issuing; and for Default of such Issue, all and every the other Sons of the Body of the said *E. B.* lawfully begotten, severally, successively and respectively, one after the other, as they should be in Seniority of Age, and the Heirs male of their Bodies severally and respectively; the Elder of the said Sons, and the Heirs of his Body, being ever preferred before the Younger and the Heirs male of his Body; and for Default of such Issue, to the said *E. B.* and the Heirs of her Body lawfully begotten; and for Default of such Issue, to the said *H. W.* during his natural Life, and after his Decease, the first Son of the Body of the said *H. W.* lawfully begotten, and the Heirs male of his Body lawfully issuing; and for Default of such Issue, the second Son of the Body of the said *H. W.* lawfully begotten, and the Heirs male of the Body of the said second Son lawfully issuing; and for Default of such Issue, the third Son of the Body of the said *H. W.* lawfully begotten, and the Heirs male of the Body of the said third Son lawfully issuing; and for Default of such Issue, all and every the other Sons of the Body of the said *H. W.* lawfully begotten, severally, successively and respectively, one after the other, as they should be in Seniority of Age, and the Heirs male of their Bodies, severally, successively and respectively; the Elder of the said Sons, and the Heirs male of his Body, being ever preferred before the Younger and the Heirs male of his Body lawfully begotten; and for Default of such Issue, the said *K. B.* and her Heirs and Assigns, to take and receive all and singular the Rents, Issues and Profits of the said two last mentioned Pieces and Parcels of Marsh-Grounds, and the Premises with their Appurtenances, for and during the Continuance of the Residue and Remainder of the said Time and Term of five hundred Years then to come and unexpired. And whereas it was, by the said recited Indenture, declared and agreed by me the said *G. W.* for me, my Heirs and Assigns, that all and every Person and Persons which then were, or which at any time thereafter should be intrusted of and for the Inheritance of the said Premises, &c. in Lease for the Residue of the said Term of five hundred Years as aforesaid, should stand and be seised there-
of

Declared that the Term should accompany the Inheritance, not as a Chattel, and the Executors not to have any Trust therein.

Proviso for Revocation of the Uses.

Proviso to revoke the Trusts.

The Revocation of the Uses and

of, and of every Part thereof, and of the Reversion and Reversions, Remainder and Remainders thereof, and of every Part thereof, with their Appurtenances, to such and the same Uses, and for the same Persons severally, successively and respectively, and in such Manner and Form as was therein before limited and appointed of the Marsh-Lands, containing by Estimation, &c. and of all other the Lands of Inheritance mentioned and released as aforesaid, and under the like Liberty and Power of Revocation or Determination, as was in the said recited Indenture after mentioned, of the Uses and Estates of the said Lands of Inheritance, released as aforesaid, and that the Residue of the said Term of five hundred Years of the said Premises, so limited upon Trust as aforesaid, and the Inheritance thereof were intended to accompany one another, and that the said Term should be accounted and go as an Inheritance, not as a Chattel, and that the Executors or Administrators of the said Parties, to whom the Premises were limited, severally, successively and respectively, as aforesaid, should not have any Estate, Trust and Interest therein; and whereas there were and now are contained in the said Indenture several Provisoes, in these Words following, (that is to say) **Provided** always, that it shall and may be lawful to and for the said G. W. at any Time or Times during his Life, by any Deed or Writing, Deeds or Writings, under his Hand and Seal, testified by two sufficient Witnesses, to revoke and make void all or any of the Uses and Estates limited, of all or any Part or Parts of the said Marsh-land, containing by Estimation, &c. and all other the Lands of Inheritance mentioned and released as aforesaid, at his Will and Pleasure: **Provided** always, that it shall be lawful to and for the said G. W. at any time or times during his Life, by any Deed or Writing, Deeds or Writings, under his Hand and Seal, witnessed by two sufficient Witnesses, to revoke and make void all or any of the Uses or Estates limited or intended by these Presents, of all or any Part or Parts of the Inheritance of the said Marsh-Lands so granted and assigned for the Residue of the said five hundred Years as aforesaid, at his Will and Pleasure: **And** it is further provided and agreed, that it shall be lawful for the said G. W. at any time or times during his Life, at his Will and Pleasure, by any Deed or Writing, Deeds or Writings, under his Hand and Seal, testified by two sufficient Witnesses, to revoke and make void, alter or change all or any of the respective Trust or Trusts in these Presents limited or appointed, of the said Lease Lands so assigned for the Residue of the said Term of five hundred Years as aforesaid: **Now know ye**, that by Virtue of all and every or any the Powers to me the said G. W. reserved and given in and by the said recited Indenture, bearing Date the, &c. Day of, &c. in the Year of our Lord, &c. and of all and every lawful Power and Powers and Authority, which to me in this behalf doth any way belong or lawfully

lawfully appertain, I the said G. W. do, by this my Deed or Writing under my Hand and Seal, testified by, &c. and the other Persons whose Names are Indorsed as Witnesses hereunto, revoke and make void all and every the Use and Uses, Estate and Estates, Trust and Trusts, in the said recited Indenture, dated the, &c. Day of, &c. in the Year of our Lord, &c. declared or limited, as well of or concerning all and every Part or Parts of the said Marsh-Lands, containing by Estimation, &c. and of or concerning all other the Lands of Inheritance mentioned and released by the said recited Indenture, as also of and concerning all and every Part or Parts of the said Marsh-Lands, by the said recited Indenture granted and assigned for the Residue of the said Term of five hundred Years as aforesaid, and of and concerning the Inheritance thereof, and all and every other the Use and Uses, Estate and Estates, and Limitations, of and concerning all and singular the Premises, and every or any of them, and every Part and Parcel thereof, whereof I the said G. W. have any Power of Revocation. In Witness, &c.

Wills.

A last Will and Testament.

In the Name of God, Amen. I A. B. being in good Health and of perfect Mind and Memory (Thanks be to God) do make and ordain this my last Will and Testament in Manner and Form following: First, I give and devise All that my Manor or Lordship of, &c. with its Rights, Members and Appurtenances, situate, lying and being in the Parish of C. or elsewhere in the County of D. And also all that my Advowson, Donation, Presentation and free Disposition of the Rectory or Parsonage of, &c. in the said County of D. (subject nevertheless to the Payment of five Pounds *per Annum*) to my dear Wife M. for her Life, according to a Settlement thereof heretofore made in that behalf, And also all other my Messuages, Lands, Tenements and Hereditaments whatsoever, lying and being in C. or elsewhere in the said County of D. to my Executors herein after named, until my Son W. shall attain his Age of twenty Years; and if he shall happen to die before he attain such Age, then and in such Case,

(1)

Devise of a Manor.

Advowson,

And Lands, &c. to Executors, until W. the Son attain to the Age of 20 Years; if he die before, then to T. the second Son, and so to the fourth Son by Name; if he die before such Age, then to the right Heirs of the Devisee.

After his Son *W.*
hath attained his
Age of 20 Years.

To Trustees for
his Life to support
the Contingent Re-
mainders.

After his Decease
then to the 1st, 2d,
3d, and every other
Son of his Son *W.*

The Devisees upon
Trusts for 99 Years,
to raise a Portion
for the Daughter.

And Lands, &c.
to Executors, until
the Son attain to
the Age of 20 Years;
if he die before
then to the 1st, 2d,
3d, and every other
Son of his Son *W.*
then to the right
Heirs of the Devisee.

Until *T.* my second Son shall attain his Age of twenty Years; and if he shall happen to die before such Age, Until *R.* my third Son shall attain his Age of twenty Years; and if he shall happen to die before such Age, Until *D.* my fourth Son shall attain his Age of twenty Years; and if he shall happen to die before such Age, Then I devise the same to my own right Heirs for ever: Item, My Will and Meaning further is, that if my said Son *W.* shall have attained the said Age of twenty Years at the Time of my Death, or if he hath not then attained the said Age, then so soon after as he shall attain the said Age, I do give and devise the said Manor, Advowson, and all and every other the Premises, with their and every of their Appurtenances to *E. T.* and *G. H.* and their Heirs, for and during the Life of my said Son *W.* to the Intent to support the contingent Remainders in this my Will after limited, so that the same may not be destroyed, But in Trust nevertheless to permit and suffer him my said Son *W.* to receive the Rents, Issues and Profits thereof, to and for his own Use, during his natural Life, and from and after his Decease, Then I devise the said Manor, Advowson, Messuages, Lands, Tenements, Hereditaments and Premises, to the first Son of the Body of my said Son *W.* lawfully issuing (whether then born or unborn) and to the Heirs male of the Body of such first Son lawfully issuing; and for Default of such Issue, then likewise to the second, third, and every other Son of my said Son *W.* successively and in Remainder, the one after the other, as they shall be in Seniority of Age and Priority of Birth, and the several and respective Heirs male of the Body and Bodies of every such second, third, and other Son or Sons (the Eldest of such Sons and the Heirs male of his Body, being always preferred and to take before any of the Younger Sons and the Heirs male of his Body.) And in case of all such Issue male failing, and that my said Son *W.* shall have a Daughter or Daughters at his Death (born or unborn) my Will is, and I do hereby devise the said Manor, Advowson, Messuages, Lands, Tenements and Hereditaments, to the said *E. T.* and *G. H.* and their Executors and Assigns, for and during the Term of ninety-nine Years then next ensuing, without Impeachment of or for any manner of Waste, and with full and free Liberty of and for doing and suffering of any Waste, In Trust for the levying or raising, by or by the way or means of making any one or more Lease or Leases, Mortgage or Mortgages, Sale or Sales, or other Disposals of all, every or any of the Premises, or any Part or Parts thereof, or of the Rents, Issues or Profits thereof, or of any Part or Parts thereof, or by all or any such Way, Ways or Means whatsoever, of the Sum of one thousand Pounds of lawful Money of Great Britain, for such Daughter or Daughters, to be equally divided between them (if more than one) payable to her or them respectively, at her or their respective Age or Ages of twenty

twenty Years, or Marriage or Marriages, whether shall first happen, for her or their respective Portion or Portions; and if any such Daughter or Daughters shall happen to die (being more than one) before such her or their respective Time or Times for being paid, then and in such Case the Survivor or Survivors of them shall have all her or their Share or Shares thereof so dying; and if all of them shall happen to die before such her or their respective Age or Ages, Marriage or Marriages, then and in such Case such thousand Pounds, nor any Part thereof, shall not be raised (if not raised before); but if raised, shall go and be paid and payable to him, to whom the Freehold of and in the Premises shall then, as herein is after mentioned, be in Trust for; And in Case my second Son *W.* shall leave no Son nor Daughter at the Time of his Death (born or unborn) of his Body, or if he shall have left a Daughter or Daughters, and the said Thousand Pounds shall in any wise as aforesaid be raised, paid or satisfied, then and in such Case my Will and Meaning is, that the said Term of ninety-nine Years shall, as to all other Intents and Purposes, be void and of none Effect; And then I do give and devise the said Manor, Advowson, and all and every other the Premises, with their and every of their Appurtenances, to the said *E. T.* and *G. H.* and their Heirs, for and during the Life of my said Son *T.* if he shall then have attained the Age of twenty-one Years; and if he hath not then attained the said Age, to the Intent to support the contingent Remainders in this my Will after limited, so that the same may not be destroyed: But in Trust nevertheless to permit and suffer him my said Son *T.* to receive the Rents, Issues and Profits thereof, to and for his own Use during his natural Life; and from and after his Decease, Then I devise the said Manor, &c. to the first Son of the Body of my said Son *T.* lawfully issuing, whether then born or unborn, and to the Heirs male of the Body of such first Son lawfully issuing; and for Default of such Issue, then likewise to the second, third, and every other Son of my said Son *T.* successively and in Remainder the one after the other, as they shall be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of every such second, third, and other Son or Sons, (the eldest of such Son and Sons, and the Heirs Male of his Body being always preferred, and to take before any of the younger Sons and the Heirs Male of his Body: And in case of all such Issue Male failing, and that my said Son *T.* shall leave a Daughter or Daughters, at his Death, (born or unborn) my Will is, and I do hereby devise the said Manor, &c. to the said *E. F.* and *G. H.* and their Executors and Assigns, for and during the Term of ninety-nine Years thence next ensuing, without Impeachment of or for any Manner of Waste, and with full and free Liberty of and for doing and suffering of any Waste,

In case he leaves no Issue or a Daughter.

The Term to cease upon Payment of the Portion.

Then to his second Son.

After his second Son's Decease to the first, second, third, and every other Son, &c.

And for Default of such Issue, then to the second, third, and every other of his Sons in like Manner as to the first.

To raise a Portion for a Daughter.

In

The like Limitation to the third Son R.

In Trust for the levying or raising, by or by the Way or Means of making any one or more Lease or Leases, Mortgage or Mortgages, Sale or Sales, or other Disposal of all, every or any of the said Premises, or any Part or Parts thereof, or of the Rents, Issues or Profits thereof, or of any Part or Parts thereof, or by all or any such Way, Ways or Means whatsoever, of the Sum of one thousand Pounds of lawful Money of *Great Britain*, for such Daughter or Daughters, to be equally divided between them; (if more than one) payable to her or them respectively at her or their respective Age or Ages of twenty-one Years, or Marriage or Marriages, whether shall first happen, for her or their respective Portion or Portions: And if any such Daughter or Daughters shall happen to die (being more than one) before such her or their respective Time or Times for being paid, then and in such case the Survivor or Survivors of them shall have all her or their Share or Shares thereof so dying; And if all of them shall happen to die before such her or their respective Age or Ages, Marriage or Marriages, then and in such case such thousands Pounds, nor any Part thereof, shall not be raised (if not raised before); but if raised, shall go and be paid, and payable to him to whom the Freehold of and in the Premises shall then, as herein is after mentioned, be in Trust for: And in case my said Son *Z.* shall leave no Son nor Daughter at the Time of his Death, (born or unborn of his Body) or if he shall have left a Daughter or Daughters, and the said thousand Pounds shall in any wise as aforesaid be raised, paid or satisfied, then and in such case my Will and Meaning is, that the said Term of ninety-nine Years shall as to all other Intents and Purposes be void, and of none effect: And then I do give and devise the said Manor, &c. to the said *E. F.* and *G. H.* and their Heirs, for and during the Life of my said Son *R.* if he shall then have attained the said Age of twenty-one Years; and if he hath not then attained the said Age, then so soon after as he shall attain the said Age, to the Intent to support the contingent Remainders in this my Will after limited, so that the same may not be destroyed; But in Trust nevertheless to permit and suffer him my said Son *R.* to receive the Rents, Issues and Profits thereof, to and for his own Use during his natural Life; and from and after his Decease, then I devise the said Manor, &c. To the first Son of the Body of my said Son *R.* lawfully issuing, (whether then born or unborn) and to the Heirs Male of the Body of such Son lawfully issuing; and for Default of such Issue, then likewise to the second, third, and every other Son of my said Son *R.* successively and in Remainder the one after the other, as they shall be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body or Bodies of every such second, third, and other Son or Sons, (the eldest of such Son, and the Heirs Male of his Body being always preferred, and to take before the younger

er Son and the Heirs Male of his Body). And in case of all such Issue Male failing, and that my said Son R. shall leave a Daughter or Daughters at his Death, (born or unborn) my Will is, and I do hereby devise the said Manor, &c. to the said E. F. and G. H. and their Executors and Assigns, for and during the Term of ninety-nine Years thence next ensuing, without Impeachment of or for any Manner of Waste, and with full and free Liberty of and for doing and suffering of any Waste, In Trust for the levying or raising by or by the Way or Means of making any one or more Lease or Leases, Mortgage or Mortgages, Sale or Sales, or any other Disposals of all, every or any of the Premises or any Part or Parts thereof, or of the Rents, Issues or Profits thereof, or of any Part or Parts thereof, or by all or any such Way, Ways or Means whatsoever, of the Sum of one thousand Pounds of lawful Money of Great Britain, for such Daughter or Daughters, to be equally divided between them, (if more than one) payable to her or them respectively, at her or their respective Age or Ages of twenty-one Years, or Marriage or Marriages, whether shall first happen, for her or their respective Portion or Portions: And if any such Daughter or Daughters shall happen to die (being more than one) before such her or their respective Time or Times for being paid, then and in such case the Survivor or Survivors of them shall have all her or their Share or Shares thereof of her or them so dying; And if all of them shall happen to die before such her or their respective Age or Ages, Marriage or Marriages, then and in such case such thousand Pounds, nor any Part thereof shall not be raised, (if not raised before) but if raised shall go and be paid and payable to him, to whom the Freehold of and in the Premises shall then, as herein is after-mentioned, be in Trust for: And in case my said Son R. shall leave no Son nor Daughter at the Time of his Death, (born or unborn) of his Body, or if he shall have left a Daughter or Daughters, and the said thousand Pounds shall in any wise as aforesaid be raised, paid or satisfied, then and in such case my Will and Meaning is, that the said Term of ninety-nine Years shall as to all other Intents and Purposes be void of none effect; And then I do give and devise the said Manor, &c. to the said E. F. and G. H. and their Heirs for and during the Life of my said Son D. if he shall then have attained the said Age of twenty-one Years; and if he hath not then attained the said Age, then so soon after as he shall attain the said Age, to the Intent to support the contingent Remainders in this my Will after limited, so that the same may not be destroyed; But in Trust nevertheless to permit and suffer him my said Son D. to receive the Rents, Issues and Profits thereof, to and for his own Use during his natural Life, and from and after his Decease, Then I devise the said Manor, &c. to the first Son of the Body of my said Son D. lawfully issuing, (whether then

The like Limitation to the fourth Son.

born or unborn) and to the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, then likewise to the second, third, and every other Son of my said Son *D.* successively and in Remainder the one after the other, as they shall be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of every such second, third, and other Sons or Sons, (the eldest of such Sons and the Heirs Male of his Body being always preferred and to take before any of the younger Sons, and the Heirs Male of his Body). And in case of all such Issue Male failing, and that my said Son *D.* shall leave a Daughter or Daughters at his Death, (born or unborn) my Will is, and I do hereby devise the said Manor, &c. to the said *E.* *F.* and *G. H.* and their Executors and Assigns, for and during the Term of ninety-nine Years thence next ensuing, without Impeachment of or for any Manner of Waste, and with full and free Liberty of and for doing and suffering of any Waste, In Trust for the levying or raising, by or by the Way or Means of making any one or more Lease or Leases, Mortgage or Mortgages, Sale or Sales, or other Disposals of all, every or any of the Premises, or any Part or Parts thereof, or of the Rents, Issues or Profits thereof, or of any Part or Parts thereof, or by all or any such Way, Ways or Means whatsoever, of the Sum of one thousand Pounds of lawful Money of Great Britain, for such Daughter or Daughters, to be equally divided between them, (if more than one) payable to her or them respectively, at her or their respective Age or Ages of twenty-one Years, or Marriage or Marriages, whether first shall happen, for her or their respective Portion or Portions: And if any such Daughter or Daughters shall happen to die, (being more than one) before such her or their respective Time or Times for being paid, then and in such case the Survivor or Survivors of them shall have all her or their Share or Shares thereof so dying; And if all of them shall happen to die before such her or their respective Age or Ages, Marriage or Marriages, then and in such case such one thousand Pounds, nor any Part thereof, shall not be raised, (if not raised before) but if raised shall go and be paid and payable to him to whom the Freehold of and in the Premises shall then, as herein is after-mentioned, be in Trust for; And in case my said Son *D.* shall leave no Son nor Daughter at the Time of his Death, (born or unborn) of his Body, or if he shall have left a Daughter or Daughters, and the said one thousand Pounds shall in any wise as aforesaid be raised, paid or satisfied, then and in such Case my Will and Meaning is, That the said Term of ninety-nine Years shall, as to all other Intents and Purposes, be void and of none effect: **Provided** also, and my Will and Meaning is, that it shall and may be lawful to and for every such of my said Sons, to whom the Trust of the Freehold of the said

Power for the
Sons in Possession
to make Leases,

said Premises shall come (whilst in his actual Possession) by any Writing or Writings indented, to be by him subscribed and sealed in the Presence of two or more credible Witnesses, to devise or lease all or any Part of the said Manor, &c. to any Person or Persons for any Term or Number of Years not exceeding twenty-one Years, to commence in Possession and not in Reversion, reserving upon every such Lease or Leases, during the Continuance of the same respectively, the best improved yearly Rent that can be gotten for the same (after the Improvement made thereof) without any Fine or other Thing to abate the Rent, and so as such Lease or Leases be not made dispunishable of or for Waste: And my Will and Meaning further is, that every or any such of my said Sons, as shall be in the actual Injoyment of the said Manor of, &c. aforesaid, shall and may assure, limit and appoint, by any Deed, in Writing under his Hand and Seal, such Part or Parcel of the said Manor of, &c. and other the Premises as he shall think fit, unto or for a Jointure for a Wife, for and during her natural Life. Item, I give and bequeath to each and every of my five younger Sons R. W. T. C. and J. severally, until they respectively shall attain their respective Ages of nine Years, the Sum of fixty Pounds *per Annum* of lawful Money of Great Britain, and from thenceforth until they shall respectively have attained their respective Ages of sixteen Years, the Sum of one hundred Pounds *per Annum* of like lawful Money, and from thenceforth until they respectively shall have attained their respective Ages of eighteen Years, the Sum of one hundred and fifty Pounds *per Annum* of like lawful Money, and from thenceforth until they respectively shall have attained their respective Ages of twenty-one Years, the Sum of two hundred Pounds of like lawful Money; the same to be paid to every of them respectively from time to time, by my Executors herein after named, out of my Real and Personal Estate, by equal quarterly Payments, on the four most usual Feast-Days, commonly called *Lady-Day*, *Midsummer-Day*, *Michaelmas-Day* and *Christmas-Day*, in and for the respective times being; the first Payment thereof to commence and be made at and upon such of the said Feast-Days as shall happen next after my Decease. Item, I give and devise to F. my Wife, W. B. T. C. and H. L. and to their Heirs, All that Manor of R. or by whatsoever other Name the same is called, with its Rights, Members and Appurtenances, And also all other my Messuages, Lands, Tenements and Hereditaments whatsoever, with the Appurtenances in the County of E. upon Trust and Confidence, and to the Intent and Purpose, that they or the Survivors or Survivor of them, or the Heirs of such Survivor, do and shall with all convenient speed, after my Son W. shall attain his Age of twenty-one Years, or in case he shall die before such Age, then after any other of my said Sons younger than him shall attain his Age of twenty-one Years, sell to such Person or Persons as they my said Trustees

And to make a Jointure.

Provision for Maintenance of younger Children.

The Trustees im-
powered to sell.

Recital of a Grant
of an Office.

Devise of 100 l.
thereout to A. B.
for Life.

Residue to his
youngest Sons and
Survivor.

Settlement upon
younger Sons.

Trustees or the Survivors or Survivor of them, or the Heirs of such Survivor, shall think fit, All that my said Manor of R. in the said County of E. And also all other my Messuages, Lands, Tenements and Hereditaments whatsoever in the said County of E. or any of them, or any Part or Parts thereof with their Appurtenances, and as soon after as conveniently they can, lay out and dispose of the Money thereby arising in or about the purchasing of one or more Annuity or Annuities, Rent or Rents or other yearly Profits for my said four youngest Sons, W. T. C. and J. or such of them as shall be then living, in equal Proportion (if more than one) for their respective Live or Lives, and in the mean while to allow him or them the Rents, Issues and other Profits (if any) as well of such Manor, Messuages, Lands, Tenements and Hereditaments, as also of all such Money: And whereas I have in the Name of G. P. and M. G. both of L. (which said M. G. is now dead) and also in the Name of R. H. of L. obtained a Grant under the Great Seal of England, after the Death, Surrender or Forfeiture of J. S. of the Office of Surveyor of the Petty Customs and Subsidies in the Port of L. with all the Fees and Profits to the same belonging, for and during the natural Lives of my Sons R. and W. and the Life of the longer Liver of them, or to such like Effect, as by such Grant, Relation being thereunto had, may more fully appear: And whereas I have granted unto K. T. out of the said Office, when it shall happen to come to me, the yearly Sum of one hundred Pounds, for and during her Life, Now my Will is, and I do hereby order and direct the said one hundred Pounds *per Annum* to be paid to her the said K. T. out of the Profits of the said Office when it shall happen to fall, according to my said Grant made thereof to her: And also I give and devise all the Trusts, Benefits and other Profits arising of and from the same, to my said four youngest Sons, W. T. C. and J. or to such of them as shall be living at my Decease or Commencement of the said Grant, for all the Term, Estate and Interest that I and my said Trustees have and ought to have therein, equally between them; and in case any one or more of my said four youngest Sons shall happen to die, during the Continuance of such Term or Estate in the said Office, that then the whole Profits arising by or from such Office shall equally go to and be divided amongst the Survivors of my said four youngest Sons; and in case three of my said four youngest Sons shall die during the Continuance of the said Term and Interest, then I Will and Devise that the Survivor of them shall thenceforth have and enjoy the whole Profits thereof to his own Use: And whereas I am interested in or for long Terms for Years yet to come of and in several annual Payments, payable out of the Revenue of Excise, amounting in the whole to three hundred Pounds *per Annum* or thereabouts; And whereas by and by means of a certain Indenture Tripartite, bearing Date

on or about the 6th Day of, 6th last past, before the Date here-
of, and made or mentioned to be made between J. T. of, 6th
in the County of M. of the first Part, my self and F. my Wife
of the second Part, and E. B. of, 6th in the County of G. and
H. J. 6th of the third Part, my Estate in F. and elsewhere in
the said County of G. is settled for (amongst other things) such
of my younger Sons, R. W. T. C. and J. as shall attain his or
their respective Age or Ages of twenty-one Years, as by the said
Indenture, Relation being thereunto had, may appear; My Will
and Meaning is, that the said three hundred Pounds *per Annum*
shall be paid in equal Portions to such of my said younger Sons
R. W. T. C. and J. as shall have attained the Age of twenty-one
Years, and shall not enjoy the said Estate in F. and elsewhere in
the said County of G. but if none of my said younger Sons
shall not enjoy the said Estate of F. and elsewhere in the said
County of G. and shall not have attained that Age, then such
Son under that Age shall not have his Share and Proportion
thereof until he hath attained the said Age; and that when such
of my said younger Sons shall have attained the said Age of
twenty-one Years, and shall not enjoy the said Estate, and all
other of my said younger Sons who shall attain the said Age of
twenty-one Years, and shall not enjoy the said Estate, shall upon
his attaining the said Age of twenty-one Years have his pro-
portionable Share of the said three hundred Pounds *per Annum*,
And also, that when any of my said younger Sons shall die under
the said Age, or shall enjoy the said Estate, then my Will and
Meaning is, that his Part so dying or enjoying the said Estate
shall go to and be equally divided amongst the Survivors of my
said younger Sons, who shall have attained the said Age of twenty-
one Years, and shall not enjoy the said Estate; or if not then at
that Age, then when each of them respectively shall attain the
said Age, the same to be paid to him or them in equal Pro-
portion; And my Will and Meaning is, that after the Death of
the Survivor of my said younger Sons, I do give and bequeath
the said annual Payment of three hundred and twelve Pounds
for all the Term and Terms, Time and Times therein to come,
to such Person who shall then be my Heir at Law. Item, I give
and bequeath to my Daughter M. six hundred Pounds, to be
paid her by my Executors herein after named, at her Day of
Marriage; And I do hereby will, order and direct my said Exe-
cutors in the mean Time to allow and pay her yearly for
Maintenance and Education, until she shall attain the Age of ten
Years, forty Pounds of lawful Money of *Great Britain*, and from
thenceforth until she shall attain the Age of fourteen Years, eighty
Pounds *per Annum* of like lawful Money, and from thenceforth
until she shall attain the Age of eighteen Years, one hundred
Pounds of like lawful Money; the same and such other yearly
Sums aforesaid (payable to her) to be paid at such four most
usual Feast-Days aforesaid in the Year, called *Lady-Day, Mid-*

From eight
Years till the
be married to
good person

If the sum
to have lower
to the of 100
out of the 100

Remained to
amongst the other
Daughters.

If the sum
for living the
have a moiety
the 100 and the
other moiety to
to the Heir at Law
at her Death
The like to B.

And after their
Decease to the Heir
at Law.

Provision for
Daughters.

And for Mainte-
nance.

From eighteen
Years till she be
married to have
300*l.* *per Annum*,

If she die unmar-
ried, to have Power
to dispose of 100*l.*
out of the 600*l.*

Remainder to go
among all the other
Daughters.

If but one Daugh-
ter living, she to
have a Moiety of
the 500*l.* and the
other Moiety to go
to the Heir at Law
at her Death.

The like to B.

summer-Day, Michaelmas-Day and Christmas-Day, by equal Portions, in and for the respective Times being, whereof the first Payment to begin and be made upon the first of the said Quarter-Days which shall happen after my Decease; And my Will and Meaning further is, That if my said Daughter M. shall attain her Age of eighteen Years unmarried, that from thenceforth she shall have for her Maintenance, until she shall be married, three hundred Pounds *per Annum* of like lawful Money of Great Britain, to be paid her by my said Executors herein after named, by equal quarterly Payments, at such four Times in the Year and in such manner as aforesaid; the first Payment thereof to be paid on the first of the said Days as shall next happen after her attaining the Age of eighteen Years; And my Will and Meaning is, that if she shall die unmarried, she shall have Power to dispose of any Sum or Sums not exceeding one hundred Pounds of such five hundred Pounds, but no more, and the remaining five hundred Pounds and so much (if any) of the said hundred Pounds which shall not be disposed of in manner aforesaid, shall go and be paid to and amongst my other Daughters which shall be living and unmarried at the Time of her Death, in equal Proportions, Share and Share alike; And if there shall be but one Daughter (who shall be unmarried) then living, then that Daughter shall have but one Moiety of the said five hundred Pounds, and of so much of the said hundred Pounds as shall not be disposed of as aforesaid, and the other Moiety shall go to such Person who shall be my Heir at Law at the Time of her Death. Item, I give and bequeath to my Daughter B. five hundred Pounds, to be paid her by my Executors herein after named, at her Day of Marriage; And I do hereby Will, order and direct my said Executors, to allow and pay her yearly in the mean time for her Maintenance, until she shall attain her Age of ten Years, eighty Pounds *per Annum* of like lawful Money, and from thenceforth until she attains her Age of fourteen Years one hundred Pounds *per Annum* of like lawful Money, and from thenceforth until she shall attain her Age of eighteen Years one hundred and twenty Pounds *per Annum* of like lawful Money, and from thenceforth until she happen to marry (if then unmarried) two hundred Pounds of like lawful Money; the same, and such other yearly Sums payable to her, to be paid by four quarterly Payments at the four usual Feasts as aforesaid, by equal Parts (in and for the respective times being); the first Payment to begin and be made upon the first of such Quarter-Days as shall happen after my Decease; And my Will and Meaning is, that if she happen to die unmarried, she shall have Power to dispose of one hundred Pounds of such five hundred Pounds, but no more, and that the remaining four hundred Pounds, and so much (if any) of the said hundred Pounds, which shall not be disposed of in manner aforesaid, shall go and be paid to and amongst my other Daughters then living and unmarried at the time of her Death, in equal Proportion, Share and Share alike; and

and if there shall be but one of my Daughters who shall be then living and unmarried, then that Daughter shall have one Moiety of such four hundred Pounds, and also of the said one hundred, or of so much thereof as shall not be disposed of as aforesaid, and the other Moiety thereof shall go to such Person who shall be my Heir at Law. Item, I give and bequeath to my Daughter A. five hundred Pounds, to be paid her by my Executors herein after named at her Day of Marriage; And I do hereby will, order and direct my said Executors to allow and pay her in the mean time yearly for her Maintenance, until she shall attain her Age of ten Years, forty Pounds *per Annum* of like lawful Money, and from thenceforth until she attains her Age of fourteen Years one hundred Pounds *per Annum* of like lawful Money, and from thenceforth until she attain her Age of eighteen Years one hundred and twenty Pounds *per Annum* of like lawful Money, and from thenceforth until she happen to marry (if then unmarried) two hundred Pounds *per Annum* of like lawful Money; the same, and such other yearly Payments payable to her to be paid by four quarterly Payments at the four usual Feasts as aforesaid, by equal Parts (in and for the respective times being); the first Payment to be begin and be made upon the first of such Quarter-Days as shall happen next after my Decease; And my Will and Meaning further is, that if my said Daughter A. shall happen to die unmarried, she shall have Power to dispose of one hundred Pounds of such five hundred Pounds, and no more, and that the remaining four hundred Pounds, and so much (if any) of the said one hundred Pounds, which shall not be disposed of in Manner aforesaid, shall go and be paid to and amongst my other Daughters then living and unmarried at the Time of her Death, in equal Proportions, Share and Share alike; And if there shall be but one of my said Daughters who shall be then living and unmarried, then that Daughter shall have one Moiety of such four hundred Pounds, and also of the said one hundred Pounds, or of so much thereof as shall be undisposed of as aforesaid, and the other Moiety thereof shall go to such Person who shall be my Heir at Law. Item, my Will and Meaning further is, that if any of my said Daughters shall marry without my Wife's Consent in Writing under her Hand and Seal, to be Signed and Sealed in the Presence of two or more credible Witnesses first had, and in case of my said Wife's Death, under the Hands and Seals of the major Part of my said other Executors herein after named, if there shall be more than two of them then living, and if there shall be but two or only one, then living, then under the Hands and Seals of such two or such one of them as shall be then living, to be attested as aforesaid; Then I revoke and make void all and every such Request and Bequests to such Daughter and Daughters; And then I do give and bequeath the said Money, devised to such Daughter and Daughters marrying without

Like Provision for a third Daughter.

If the Daughters marry without his Wife's Consent, the Devise to them to be void.

From eighteen
Years till she be
married to have
the said Money
Devise to such
Daughters marry-
ing without such
Consent.

If the Summ
six, to have Power
to dispose of 1000
out of the 4000.

Remainder to go
among all the other
Daughters.

Such Husband to
have nothing to do
with the same, nor
liable to his Debts.

the said, and the
other Money to go
to the Heir at Law
at her Death.

The like to B.

Devise of his
Coaches, &c. to
his Wife.

If the Daughters
marry without his
Wife's Consent, the
Devise to them to
be void.

The Use of his
Household Goods
so long as she con-
tinues his Widow.

without such Consent, to my Executors; Upon Trust that they or the Survivor of them, or the Executors or Administrators of the Survivor of them, do purchase therewith an Annuity of two hundred Pounds *per Annum*, for the Life or the Lives of every such Daughter or Daughters respectively; but in the Names of such of them my said Executors who shall be then living, or of the Survivors or Survivor of them; In Trust nevertheless, that they my said Executors, or such Person or Persons, who shall by Virtue of this my Authority hereby given them or him, do and shall from Time to Time pay the said Sum of two hundred Pounds *per Annum*, or so much thereof as shall from Time to Time come to his or their Hands, to such Person or Persons, and to such Use and Uses, Intents and Purposes, as such Daughter or Daughters so marrying without such Consent, as aforesaid, shall by any Note in Writing under her Hand, to be signed in the Presence of one or more credible Witnesses or Witnesses, without any Consent or Direction of her Husband, appoint and direct the same to be paid; which Direction and Appointment shall be a sufficient Discharge to them and every of them for the Payment of the same; And my Will and Meaning is, that such Husband or Husbands of such Daughter or Daughters shall not intermeddle nor have any thing to do with the same, neither shall the same be in any wise liable to any of his Debts or Engagements whatsoever; And my Will and Meaning further is, that the Remainder of the Money, which I have in this my Will appointed and directed to be paid to such Daughter or Daughters, if she or they had married by and with such Consent and Approbation as aforesaid, which shall be left after the Purchase of such respective Annuity or Annuities of two hundred Pounds *per Annum* as aforesaid, immediately after the same shall be raised, and such Annuity or Annuities as aforesaid purchased, shall be paid to such Person who shall then be my Heir at Law. Item, I do also Will and Bequeath unto my dear Wife All my Coaches, Chariots and Coach-Horses, to her own proper Use, And also all her Dressing-Plate, and all the Plate belonging to her Chamber: And whereas I have now in my Hands one thousand Pounds of my said Wife's Money, Now I do hereby Will and direct my Executors herein after named to pay her the same, or so much thereof as shall be unpaid to her at the Time of my Death; within three Months after my Decease; Also I do further Will and Bequeath unto my said dear Wife, so long Time as she shall continue my Widow, and no longer, the Use of All my Household-Goods, Furniture, Pictures and Plate which shall be in the House in L. or M. wherein I shall Inhabit at the Time of my Death; And I do also Will and Bequeath unto her, during so long Time as she shall continue my Widow, and no longer, the Use of all my other Plate wheresoever it shall be; And from and after the Death or Marriage of my said Wife (which shall first happen)

I give and bequeath all the Household Goods, Furniture, Plate and Pictures (devise as aforesaid to her only during her Widowhood) unto such of my Sons or Grandsons, as shall be then my Heir at Law: Also my Will further is, that my said Wife do within six Months next after my Decease deliver an exact, perfect and true Schedule or Particular in Writing under her Hand to each severally of mine other Executors herein after named then living, of all the Household Goods, Plate and Pictures, which by Virtue of this my Will she is as aforesaid to have the Use of during her Widowhood, with the exact Weight of every such Piece of Plate engraved thereupon; And that she do in such Time also enter into an Obligation to my other Executors, in the Penalty of one third Part more than the Value of the said Plate shall then amount unto, conditioned for the Leaving of such Plate to such of my Sons or Grandsons as shall be my Heir at Law, at the Time of the Marriage or Death of my said Wife, (which of them shall first happen) in as good Condition as they respectively then are, (involuntary Accidents, necessary Use and Wearing only excepted) and that if she fail in giving of such Particular and Bond, my Bequest to her of or for her using or having such Plate in such Manner, as is aforesaid, shall be absolutely void, and then and in such case I do hereby devise such Plate to such of my Sons or Grandsons as shall then be my Heir at Law. Item, I give and devise to F. B. Gent. for his Life, one Annuity or yearly Rent of fifty Pounds *per Annum*, to be issuing and payable as well out of my Manor of A. in the Parish of B. in the County of C. as also out of the Estate which I lately purchased of R. P. and his Mother, or one of them, situate, lying and being in the Parishes of R. S. and W. some or one of them, in the County of C. or out of either of them, or any Part or Parts of them, or either of them, the same to be paid by two half-yearly equal Payments; the first of the said Payments to begin at which of the Feast-Days of St. Michael the Archangel, and the Annunciation of the Blessed Virgin Mary, shall happen next after my Decease: And that when and as often as the same, or any Part thereof, shall be behind and unpaid for the Space of twenty Days next after any of the said Feasts-Days, on which the same ought as aforesaid to be paid, (being lawfully demanded) that then and so often and at any Time or Times then after it shall and may be lawful to and for the said F. B. into or upon the same Manor, Messuages, Lands, Tenements, Hereditaments and Premises chargeable therewith, or any or either of them, or any Part or Parts thereof, to enter and distrain, and such Distress and Distresses to detain, keep and dispose of as he shall think fit, until he shall be fully satisfied and paid All such Arrearages, with the Costs and Charges in and about the making, keeping and disposing thereof: Also I give and bequeath unto such and so many of my Servants, as shall be in my Service

To deliver a particular thereof to the Executors.

And to enter into a Bond for the Delivery of the same to the Heir at Law.

Devise of a Rent-charge to F. B. for Life.

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at the Time of my Death, and shall not then be continued in the Service of my said Wife, or any of my said Children, so much respectively as their Wages for one Quarter of a Year shall amount unto over and above what shall be then due unto them; And whereas by one Deed of Settlement Tripartite, bearing Date on or about the, 6th Day of, 6th Between, &c. wherein amongst other Things is contained a Proviso that I shall have full Power, Liberty and Authority, and that it shall and may be lawful to and for me, by any Deed or Deeds, Writing or Writings to be by me subscribed and sealed in the Presence of two or more credible Witnesses, to grant, assign, limit or appoint, to or to the Use of or in Trust for any Son or Sons by me on the Body of the said F. A. (my now Wife) to be begotten, for and during the natural Life and Lives of such Son or Sons severally and respectively, any Rent-charge or Rent-charges, not exceeding in the Whole the yearly Value of six hundred Pounds for all such Son or Sons, the said Rents respectively to be issuing out of any Part of the Manor or Forest, Castle, Lands, Tenements and Hereditaments, which by such Deed or Deeds, Writing or Writings, shall be mentioned to be charged therewith respectively, as by the said Deed or Deeds, amongst other Things, more fully appears: And whereas I have by this my Will given several Legacies, and appointed several Payments to my younger Sons, excepting that Son who shall enjoy the Estate at F. and elsewhere in the said County of G. And also to every of my Daughters, and to several other Persons; now my Will and Meaning is, that if my Personal Estate shall not amount unto or make good all the said Legacies by me given, and Appointments of Money by me made as aforesaid, that then so much as shall fall short shall be deducted out of such Payment or Payments which I have appointed my Executors to make to such of my younger Sons out of my real and personal Estate: And then I do, by Virtue of my Power herein before recited, charge my Estate in the said Deed of Settlement, with the raising from Time to Time for such younger Sons for their respective Lives, except such Son who shall enjoy the said Estate at F. and elsewhere in the said County of G. as aforesaid, such and so much Money as should have been raised and paid to him or them out of my real and personal Estate as aforesaid, by my Executors, according to this my Will: And my further Will and Desire is, that my Body be decently buried at C. in the Street in the Bishoprick of Durham, with as little Expence and Charges as possible, and that there be no greater Expence and Charges in providing of a Tomb for me, than hath been made for the rest of my Ancestors who lie buried there. And I do hereby make, ordain and appoint my dear Wife A. B. &c. Executors of this my Last Will and Testament: And I do give and bequeath to each of them my said Executors fifty Guineas for a Ring for their Care and Pains in the taking upon them the Execution

Execution of this my Will, and all the Rest and Residue of my Goods, Chattels, and personal Estate whatsoever, after Payment of my Debts, and the aforesaid Legacies and Payments, which I have hereby ordered and directed to be paid, I do give and bequeath to such Person as shall at my Decease be my Heir at Law, if then twenty-one Years old; but if under that Age, then to my said Executors in Trust for him, until he or some other Person who shall be my Heir at Law shall attain the Age of twenty-one Years, (if not so old before); And then my Will and Meaning is, that such Person shall have the same with the Profits, and Proceed thereof, (if there shall be any in the mean time); And my further Will is, that none of my said Executors shall be charged or chargeable with or for any Part of my Estate further or otherwise than only for such and so much thereof as shall come to his, her or their respective Hands and Disposals. Item, My Will and Meaning further is, and I do hereby devise that my said Executors shall, with all the convenient Speed that may be after my Decease, lay out and expend in the Improvement of my said Manor of *F. alias F.* so much as they shall think fit, not exceeding the Sum of one thousand five hundred Pounds; And my Will and Meaning further is, That all my personal Estate which shall be in the Bishoprick of *D.* at the Time of my Decease, shall from thenceforth remain and go to such of my Sons or Grandsons who shall be my Heir at Law; And my Will and Meaning is, That in case such Person who shall be my Heir at Law, shall in any wise interrupt or disquiet my said Executors, or any of my Children, in or about the receiving or quiet Injoyment of what I give or express to give them or any of them respectively by this my Will, then I do herein and hereby order and direct that my said Executors, or such of my Children, or any of them as shall be so disturbed or troubled by any Suit or Suits in Law or Equity, or otherwise, shall be reimbursed and paid out of my personal Estate, which shall come to him by this my Will, double the Sum of the Charges and Damages that he, they, or any of them respectively shall in any wise so be at: And lastly, I do hereby revoke and make void all former and other Wills by me heretofore made, declaring this my Last Will and Testament. In Witness, &c.

None to be answerable for the defaults of the other.

Power to improve the Manor of *F.*

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1 Mod. 83.
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Revokes all former Wills.

An Attestation of a Will.

Signed, Sealed, Published and Declared by the said *A. B.* the Testator, as and for his Last Will and Testament, in the Presence of us, who in his Presence have subscribed our names as Witnesses hereunto.

(2)

A

A Clause in a Will, that if any Legatee shall sue or molest any other Legatee in the enjoying their Legacy, such Gift to such Person so disturbing, &c. to be void.

(3)

AND further, in case the Husbands of my said Daughters, or either of them, or any Person or Persons to whom any Legacy or Benefit out of, from or by Reason of this my Will, shall come, shall commence any Suit or Suits in any Court of Law, or Equity, or other Court whatsoever, or by any Ways or Means, sue and disturb, or cause to be sued and disturbed, my Executors or Trustees herein named, or any other Person or Persons whatsoever, to whom any Thing is by me given in this my Will, from the receiving, quiet enjoying and possessing of what is by me herein given as aforesaid, and in such Manner as is therein mentioned, Then my Will and Meaning is, that all and every the Legacy and Legacies herein by me given to the Wife and Child and Children of such Husband, either or any of them, and also to any other Person or Persons whatsoever, or any of their Trustees, who shall so sue and disturb my said Executrix in the due Execution of this my Will, shall cease, determine, and be utterly void; And that then and from thenceforth I do give and bequeath all and every the Legacy and Legacies, which I had in this my Will given to such Person or Persons, or in Trust for such Person or Persons, unto my said Grandson, A. B. his Executors or Administrators. And lastly, I do revoke all former and other Wills by me made, hereby declaring this to be my Last Will and Testament. In Witness, &c.

A Nuncupative Will.

(4)

Memozandum, That on or about the fourth Day of May in the Year of our Lord God, &c. W. R. of, &c. Widow, being sick of the Sickness whereof she died, on or about the fourth Day of May following did, [*here name the Place*] where she had been for her Health above three Months before, make and declare her Last Will and Testament Nuncupative, in these or the like Words following: I give unto [*here name the several Legacies and Bequests*] the Residue of my Estate, &c. I give unto, &c. and make him my Executor. These Words, or the like in Effect, the said Deceased declared in the Presence of the Witnesses, whose Names are hereunto subscribed, with an Intention that the same should stand for and be her Last Will and Testament, and bid the Witnesses, or some of them, bear Witness thereunto.

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Articles of Agreement

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